



# **PUBLIC WORKS COMMITTEE AGENDA**

**December 10, 2024 at 5:30 PM**

**Municipal Service Building - Training Room, 2026 New Jersey Avenue**

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It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## **OPENING OF MEETING**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## **MINUTES**

5. Approval of Minutes: November 26, 2024

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

6. Gen. Ord. No. 26-24-25 / An ordinance changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH.
7. Gen. Ord. No. 27-24-25 / An ordinance placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7th Street.
8. Res. No. 124-24-25 / A resolution authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment.
9. Direct Referral Res. No. 133-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City.

## **NEXT MEETING DATE**

10. Next Regular Meeting Date: January 14, 2025

## **ADJOURNMENT**

11. 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**

**PUBLIC WORKS COMMITTEE MINUTES**

**Tuesday, November 26, 2024**

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

**STAFF/OFFICIALS PRESENT:** City Engineer Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Facilities and Traffic Mike Willmas, Superintendent of Wastewater Jordan Skiff, Deputy City Attorney Liz Majerus, Administrative Clerk Rachel Masse

**OTHERS PRESENT:** Tracey Brunette

**OPENING OF MEETING**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

**MINUTES**

5. Approval of Minutes: November 12, 2024

MOTION TO APPROVE MINUTES FROM NOVEMBER 12, 2024

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

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

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Direct Referral Gen. Ord. No. 25-24-25 / An ordinance amending Sections 54-397, 54-398, and 54-399 of the Sheboygan Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

MOTION TO AMEND ORDINANCE 25-24-25 AS FOLLOWS: REPEAL AND REPLACE SEC 54-397 TO READ: "... *Category A* means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 225 mg/L, suspended solids no greater than 385 mg/L, and total phosphates no greater than 8.11 mg/L. ..."

Motion made by Alderperson Peterson, Seconded by Alderperson Rust.

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE AMENDED ORDINANCE

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

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

7. Direct Referral Res. No. 119-24-25 / A resolution authorizing execution of the Release of Easement Rights on behalf of the City, with respect to that portion of vacated South Commerce Street located on the Berkshire Apartments developed parcel.

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION**

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

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

8. Direct Referral Res. No. 122-24-25 / A resolution authorizing the appropriate City officials to enter into contract for the provision and installation of submersible pumps, a control panel, and associated equipment at the 6th Street and Pershing Avenue wastewater pump station and authorizing a budget amendment.

**MOTION TO AMEND RESOLUTION 122-24-25 AS FOLLOWS: STRIKE PAGE TWO OF RESOLUTION STARTING FROM "BE IT FURTHER RESOLVED: THAT THE FINANCE DIRECTOR IS AUTHORIZED TO DRAW FUNDS..."**

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

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

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE AMENDED RESOLUTION**

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

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

**NEXT MEETING DATE**

9. Next Regular Meeting Date: December 10, 2024

**ADJOURNMENT**

10. Motion to adjourn

**MOTION TO ADJOURN AT 5:54PM**

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

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

**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 26-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

AN ORDINANCE changing the speed limit on Lakeshore Drive between Washington Avenue and Wilson Avenue from 35 MPH to 25 MPH.

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

**SECTION 1:** Pursuant to Section 52-49 of the Sheboygan Municipal Code entitled “Erection Of Official Signs,” the speed limit of 35 MPH presently in effect on Lakeshore Drive between Washington Avenue and Wilson Avenue is hereby modified to decrease to 25 MPH.

**SECTION 2:** The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change..

**SECTION 3: 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 4: 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  
GENERAL ORDINANCE 27-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

AN ORDINANCE placing a stop sign on northbound Lakeshore Drive at the intersection with High Avenue and South 7<sup>th</sup> Street.

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

**SECTION 1:** Pursuant to Section 52-49 of the Sheboygan Municipal Code entitled “Erection Of Official Signs,” stop signs shall be added requiring all traffic to stop at the intersection of Lakeshore Drive, High Avenue, and South 7<sup>th</sup> Street.

**SECTION 2:** The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change..

**SECTION 3: 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 4: 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  
RESOLUTION 124-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 2, 2024.**

A RESOLUTION authorizing a contract with Kaschak Roofing for the roof replacement at Mead Public Library and authorizing a 2024 budget amendment.

WHEREAS, the City of Sheboygan Capital Improvement Plan included the replacement of the Mead Public Library roof; and

WHEREAS, the City of Sheboygan and Mead Public Library previously agreed to splitting the cost of the roof replacement; and

WHEREAS, the Library Fund has previously set aside \$196,000 for the roof replacement in a segregated building maintenance account and has sufficient fund balance to cover the Library’s remaining half of the project; and

WHEREAS, the City received funds through the American Rescue Plan Act (ARPA) that are eligible to be used on the roof replacement project as an investment in the community to promote improved health outcomes such as recreation facilities; and

WHEREAS, Kaschak Roofing responded to the bid request for the project and had the low bid of \$668,750.00; and

WHEREAS, the City of Sheboygan is required to enter into a contract for any ARPA project by December 31, 2024 for work to be completed by December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Kaschak Roofing for the roof replacement at Mead Public Library.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay for these services via the following 2024 budget amendment:

**INCREASE:**

Capital Project Fund – Culture & Recreation – Building Improvements (Acct. No. 400500-631200)	\$84,375
Capital Project Fund – Fund Equity Applied (Acct. No. 400-493000)	\$84,375
Library Fund – Library – Building Improvements (Acct. No. 255511-631200)	\$334,375
Library Fund – Fund Equity Applied (Acct. No. 255-493000)	\$334,375

BE IT FURTHER RESOLVED: That the Finance Director is authorized to expend the remaining \$250,000 of ARPA funds from Acct. No. 202000-631200 (Federal Grants Fund - ARPA – 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 MEAD  
PUBLIC LIBRARY, SHEBOYGAN WI**

This 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 Kaschak Roofing Inc.(“Contractor”).

WITNESSETH:

- WHEREAS, the City is the owner of Mead Public Library 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 improve upon the appearance of the building: 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**; and
- 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
- WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor and included here as **Exhibit #3** 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 & 2** 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, Roofing Consultant as co-representatives 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(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:  
 \$ 668,750.00 for the project as included in the base bid proposal

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

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 **November 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 in Appendix C to **Exhibit #1**.

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. Federal Terms and Conditions Addendum

(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 Contractor Federal Eligibility**

The City is required to assure that that all Contractor's related to federally funded projects are eligible to perform the services. The proof of that investigation is included hereto as **Exhibit #4**.

### **Article 33. 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:** \_\_\_\_\_

# REQUEST FOR BIDS CITY OF SHEBOYGAN



## MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT

This Project is being funded through a grant From the United States Government utilizing funds provided through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLFRF) adopted in March of 2021

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## **CITY OF SHEBOYGAN - REQUEST FOR BIDS MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT**

The City of Sheboygan is soliciting bids for the replacement and restoration of roofing sections on a portion of the Mead Public Library, 710 North 8<sup>th</sup> Street, Sheboygan, WI 53081.

This project is being funded through ARPA-SLFRF (The American Rescue Plan Act-State and Local Fiscal Recovery Fund) .

In order to be considered, Sealed Bids, on forms included with the bid documents, must be received no later than 1:00 PM on **Tuesday, November 12th, 2024**

All bidders must have on file a Bidders Proof of Responsibility form with the City Engineering Department not less than 5 days prior to the bid due date. A copy of the document to be filled out and submitted is included with the bid documents.

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-1342 or via email [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

**A Mandatory Pre-Bid Conference will be held at Mead Public Library, front lobby, on Tuesday, October 29<sup>th</sup>, 2024 Beginning at 10:00 am. Bidders must have a representative in attendance in order for their bid to receive consideration.**

Prevailing Wage Rates are not a requirement on this project. A 100% Payment and Performance Bonds are required of the successful bidder. A 5% Bid Bond must accompany the Bid Proposal.

Attention of bidders is also called to the fact that the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

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. Bid Proposals submitted may be withdrawn up and until the proposal deadline.

This project is being funded through the American Rescue Plan Act-State and Local Fiscal Recovery Fund  
(ARPA-SLRSF)

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

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- Form A: Signature Affidavit
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- Form C: Vendor Profile
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- Appendix A: Standard Terms & Conditions
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- Appendix C. Insurance and Bonding Requirements
  
- Attachment 1 Bidders Proof of Responsibility

**2. TECHNICAL SPECIFICATIONS:**

Section #1            General Scopes 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 070150.71 Rehabilitation of Metal Roofing

                          \*Section 070150.73 – Rehabilitation of EPDM Roofing

                          \*Section 075216 Cold Applied Modified Bitumen 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 and restoration of roofing systems at the Mead Public Library, 710 N. 8<sup>th</sup> Street, 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: October 15<sup>th</sup>, 2024**  
**Questions Due: November 6<sup>th</sup>, 2024 – 12:00 PM**  
**Bid Proposals Due: 1:00 pm on Tuesday, November 12th, 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-Mead Public Library Roof Replacement / Restoration 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.
- Appendix B: Federal Terms and Conditions**  
Proposers are responsible for reviewing this attachment prior to submission of their Proposals. Federal Terms and Conditions are the minimum requirements for the submission of Proposals.
- NOTE: Should there be a discrepancy between standard Terms and Conditions and Federal Terms and Conditions, Federal Terms and Conditions shall prevail**
- 1.5 Multiple Proposals  
Multiple Proposals (Alternates) from Proposers are permitted; however, each 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 November 8<sup>th</sup>, 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 subcontractors 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.

**Form A: Signature and Non-Collusion Affidavit**  
**RFB: Mead Public Library Roof Replacement / Restoration Project**

\*\*\*\*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: Mead Public Library Roof Replacement / Restoration Project**

\*\*\*\*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: Federal Terms and Conditions	
Appendix C:	
Bid Bond (5% of Contract Total)	

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

**Form C: Vendor Profile**  
**RFB: Mead Public Library Roof Replacement and Restoration Project**

**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

**THIS BID FORM MUST BE COMPLETED AND RETURNED**

**Form D: Cost Proposal**  
**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*\*This form must be returned with your response.

We propose to provide one Integrated System as specified herein to the City of Sheboygan as follows:

\$ \_\_\_\_\_.

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_

#2 DATED \_\_\_\_\_

#3 DATED \_\_\_\_\_

Time and Materials Rates: For unforeseen items or items outside the scope of work (See Section 012100)

Hourly Rate: \$ \_\_\_\_\_ % Markup of Materials \_\_\_\_\_

Further, based upon current lead times and production 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**

**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*This form must be returned with your response.

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

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

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



**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.

## CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH  
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:
  - 7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - 7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - 7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.
8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor



is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor

identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be

provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (24 CFR 85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This

requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: [https://www.hud.gov/program\\_offices/general\\_counsel/baba](https://www.hud.gov/program_offices/general_counsel/baba).

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

**2. BUSINESS AUTOMOBILE COVERAGE**

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

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

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:  
(1) \$100,000 Each Accident

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*

- (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.

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity's own counsel, insurance representatives, and/or others as appropriate.*

- 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

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*

- 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 – the 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 the 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.

*\*\*Note: The above sample language, including stated amounts of coverage, is for general reference and illustrative purposes only, and not legal advice. Specific legal and other questions should be referred to the entity’s own counsel, insurance representatives, and/or others as appropriate.*





- 8. Major Equipment. Attach a list of major Equipment owned.
- 9. Completed Contracts. Attach a list of contracts which have been awarded to you in the last three years. The list shall include: Name, Owner, Amount, Engineer/Architect
- 10. Show Background and Experiences of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

*(If additional space is required, file separate sheet with details.)*

- 11. Have you ever failed to complete any work awarded to you?  Yes  No  
*If yes, file separate sheet with details.*
- 12. Have you ever defaulted on a contract?  Yes  No  
*If yes, file separate sheet with details.*
- 13. Are any of the above-listed principal members debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government?  Yes  No  
*If yes, file separate sheet with details.*
- 14. Have you ever been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice?  Yes  No  
*If Yes, attach a copy of the investigation, order or judgment.*
- 15. Within the last 5 years, have you been found by a court or government agency to be in violation of any law relating to your contracting business including, but not limited to environmental laws, bid-rigging or price-fixing, antitrust or tax laws, where the penalty for such violation resulted in a fine, damages or other penalty equal to or greater than \$10,000?  Yes  No  
*If Yes, attach a copy of the final order.*
- 16. Are you in compliance with 42 U.S.C. 2000e (Federal Equal Opportunity Employment)?  Yes  No
- 17. Are you in compliance with 40 U.S.C. §§ 3141-3148 (Federal Davis Bacon Act)?  Yes  No
- 18. Do you participate in a Registered Apprenticeship Program validated by the U.S. Dept. of Labor or the WI Dept. of Workforce Development?  Yes  No

19. Do you have a written substance abuse prevention program that meets the requirements of Wis. Stat. §103.503?  Yes  No
20. Do you have a written safety plan?  Yes  No
21. Have you received a serious, willful or repeated violation from OSHA in the last 10 years?  Yes  No  
*If yes, file separate sheet with details.*

**Contractor's Financial Statement**

22. The latest completed financial statement prepared by a qualified or independent accountant or accounting firm listing the same requested information below may be attached if it contains the same information requested below.

Condition at Close of Business on \_\_\_\_\_

**ASSETS**

a. Cash	\$ _____
b. Accounts Receivable	\$ _____
c. Real Estate Equity	\$ _____
d. Materials in Stock	\$ _____
e. Equipment, Book Value	\$ _____
f. Furniture & Fixtures, Book Value	\$ _____
g. Other Assets:	\$ _____
<b>TOTAL ASSETS:</b>	<b>\$ _____</b>

**LIABILITIES**

h. Accounts, Notes & Interest Payable	\$ _____
i. Other Liabilities	\$ _____
<b>TOTAL LIABILITIES</b>	<b>\$ _____</b>
<b>NET WORTH</b>	<b>\$ _____</b>

23. Credit available. Furnish written evidence, preferably from banks.
24. Additional information may be submitted if desired., \_\_\_\_\_ .



**Affidavit**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that he/she is the  
(Print Officer/Owner Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Print Title) (Name of Firm)

and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any owner, bonding company, or other agency, herein named is hereby authorized to supply the municipality, City of Sheboygan, with any information deemed necessary to verify this statement.

\_\_\_\_\_  
(Signature of Officer/Owner) (Date)

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, State

My commission expires: \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
Director of Public Works (or designee)

\_\_\_\_\_  
Date



**PROJECT #2065-24 - CITY OF SHEBOYGAN 2025 ROOF REPLACEMENT PROJECTS**

**MEAD PUBLIC LIBRARY ROOF REPLACEMENT / RESTORATION PROJECT  
TECHNICAL SPECIFICATIONS**

710 N 8<sup>th</sup> Street, Sheboygan, WI 53081

October 15<sup>th</sup>, 2024

Owner's Representative(s):

Mr. Gregg Herr  
Maintenance Supervisor  
Mead Public Library  
710 N 8<sup>th</sup> Street, Sheboygan, WI  
Sheboygan, WI 53081  
[gregg.herr@meadpl.org](mailto:gregg.herr@meadpl.org)

Office: (920) 459-3400 x2044

Mr. Michael Willmas  
Superintendent – Facilities / Traffic Division  
City of Sheboygan Department of Public Works  
2026 New Jersey Ave, Sheboygan, WI 53081  
[Michael.Willmas@sheboyganwi.gov](mailto:Michael.Willmas@sheboyganwi.gov)

Office: (920) 459-3444

Bernard Rammer  
City Purchasing Agent  
828 Center Avenue, Suite 110  
Sheboygan, WI 53081  
[Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

Office: (920) 459-3469  
FAX: (920) 459-3967

Roofing Consultant

TREMCO Inc.  
Mr. Erik Krumholz  
PO Box 24  
Sheboygan, WI 53081  
Email: [ekrumholz@tremcoinc.com](mailto:ekrumholz@tremcoinc.com)

Office: (920) 450-5852  
FAX: (920) 458-0088

**PART 2: TECHINCIAL SPECIFICATIONS - TABLE OF CONTENTS:**

**PROJECT MANUAL: 2025 ROOF REPLACEMENT / RESTORATION PROJECTS  
MEAD PUBLIC LIBRARY  
PROJECT #2065-24**

Section #1	General Scopes 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 070150.71 Rehabilitation of Metal Roofing *Section 070150.73 – Rehabilitation of EPDM Roofing *Section 075216 Cold Applied Modified Bitumen Roof System Specification *Section 076200 Sheet Metal Flashing / Trims / Metal Roofing
Section #6	Photos of Roof Sections
Section #7	Roof Plans / Roof Details

**City of Sheboygan / Mead Public Library – 2025 Roof Replacement / Restoration Projects**

**Scope of Work: Roof Section #1, #3 and #4: Roof Replacement Scope**

1. Remove the ballast rock surfacing and dispose of the rock off site.
2. The existing perimeter metal wall panels may remain in place.
3. Tear off and remove the existing EPDM roof membrane, to expose the existing insulation to remain in place over the steel deck. Inspect the condition of the existing insulation. Remove one small wet insulation area measuring 3' x 6' as shown on the roof plan. Replace in kind. Additional wet / damaged insulation shall be replaced on a time and materials basis.
4. Mechanically fasten a new layer of 2.0" Polyisocyanurate insulation over the existing insulation through the steel deck with plates and fasteners (6.0" long). Stagger the joints of the Polyisocyanurate insulation a minimum of 6" in each direction. Install a minimum of 6 fasteners per 4' x 4' sheet of insulation. Additional fastener sizes will be required (where fastening through tapered saddles in corners).
5. Install new tapered insulation sumps measuring 8' x 8'.
6. Install tapered wood fiberboard crickets behind curbs where required. Install new tapered insulation between drains as provided on the Tremco tapered insulation layout. Saddles can be fastened in place or adhered at the choice of the contractor. Any costs related to lifting of units or disconnections / reconnections shall be provided by the Owner.
7. Adhere 1/2" thick, gypsum over-layment board set in insulation adhesive.
8. Adhere asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
9. Adhere one ply of asphalt coated, polyester reinforced Modified Bitumen cap sheet (shingled fashion) set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum.
10. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls or curbs.
  - b. Adhere a two ply flashing using the same materials as the roof membrane set in cold applied flashing adhesive.
  - c. Heat weld all laps and seams with a hot air welder.
11. Install 24-gauge, prefinished galvanized steel trims / counter-flashings / coping caps at all perimeters and around mechanical units. All sheet metal components shall be Patina Green Color. Note: The parapet walls around Section #4 shall have a self adhered, impermeable membrane adhered over the wood substrate prior to the installation of the coping cap metal.
12. Note: The Air Handler Roof on Section #1 shall be restored / coated with a two part, bio based polyurethane waterproofing system (SEE Section #070150.73 for materials listed).
13. Install new KEE Safety, parapet mounted railings systems into the perimeter wall copings of Section #4. Railings are to be powder baked custom color: Patina Green.
14. Provide Owner a 20 year roof system QA Warranty from Tremco, Inc.

**Scope of Work: Roof Section #2: Roof Replacement Scope**

1. Remove the existing ballast rock surfacing, EPDM membrane, insulation layers to expose the concrete deck.
2. Adhere a vapor retarder to the concrete deck consisting of an asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
3. Adhere a new tapered insulation system over the vapor retarder. Tapered insulation system shall slope at 1/4" per foot with a minimum thickness of 2.0" at the drain areas.
4. Adhere 1/2" thick, gypsum over-layment board set in insulation adhesive.

5. Adhere asphalt coated, Modified Bitumen base sheet set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum. Seal perimeters and projections if left overnight with polyurethane mastic.
6. Adhere one ply of asphalt coated, polyester reinforced Modified Bitumen cap sheet (shingled fashion) set in cold applied, two part, polyurethane membrane adhesive at a rate of 2.0 gallons per 100 square feet per ply minimum.
7. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls or curbs.
  - b. Adhere a two ply flashing using the same materials as the roof membrane set in cold applied flashing adhesive.
  - c. Heat weld all laps and seams with a hot air welder.
8. Install 24-gauge, prefinished galvanized steel trims / counterflashings and coping caps at all perimeters. Owner to select color of all sheet metal components.
9. Provide Owner a 20 year roof system QA Warranty from Tremco, Inc.
10. Install wall anchored KEE Safety Railings as shown on the roof plan for Section #2. Railings are to be powder baked custom color: Patina Green.
11. Install a Fibergrate, fixed wall mounted ladder to the exterior wall from Roof Section #2 to Roof Section #3 as shown on the roof plan(s).

Scope of Work: Roof Section #6 & #7 – Metal Roof Restoration Scope

1. Pressure wash (minimum 2000 PSI) the existing metal panels and remove all dirt / debris from the metal panel surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Prime the Solargard Fluoro-Prime at a rate of 200 – 250 square feet per gallon. Follow manufacturer's instructions for proper mixing and application of primer. Allow primer to dry prior to application of coating materials.
3. Apply SolarGard 6083 Coating to the primed metal roof surface at a rate of 1.0 gallon per 100 square feet (16 wet mils) per application. Two coats are required. Custom color: Patina Green.
4. Install new KEE Safety, parapet mounted railings systems into the perimeter wall copings of Section #6. Railings are to be powder baked custom color: Patina Green
5. Provide the Owner a 10 year roof system warranty.

Scope of Work: Roof Section #8 – Single Ply Roof Restoration Scope:

1. Pressure wash (minimum 2000 PSI) the existing EPDM membrane and base flashing and remove all dirt / debris from the roof surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Prime the roof surface with AlphaGuard WB primer at a rate of 200 square feet per gallon. Follow manufacturer's instructions for proper mixing and application of primer. Allow primer to dry prior to application of coating materials.
3. Apply AlphaGuard Bio based, base coating at a rate of 3.0 gallons per 100 square feet to the roof surface and embed polyester fabric into the coating for full emersion into the base coating. Back roll as necessary to ensure full coverage.
4. Apply AlphaGuard Bio based, finish coating at rate of 2.0 gallons per 100 square feet.
5. Provide the Owner a 10 year roof system warranty.

Scope of Work: Roof Section #9 – Metal Roof Panel Replacement Scope:

1. Pressure wash (minimum 2000 PSI) the existing EPDM membrane and base flashing and remove all dirt / debris from the roof surface. Any oily / greasy deposits shall be cleaned off with a surface cleaner.
2. Remove the existing roof panels and bottom trims to expose the plywood roof sheathing.



3. Inspect the condition of the sheathing and repair / or replace sheathing as required on a time and materials basis.
4. Install new self adhered membrane over the existing sheathing.
5. Install new 24 gauge, prefinished trims at the top enclosure and bottom counterflashing sill. All trims are to be shop fabricated and shall be a matching color to the existing sheet metal trims to remain (Patina Green).
6. Install new 24 gauge, pre-finished, snap lock panels over the new self adhered membrane and fabricated trims. Color of panels to match trims (Patina Green).
7. Provide the Owner a 20 year roof system and finish warranty on all panels.

PROJECT TIMELINES:

MEAD PUBLIC LIBRARY  
ROOF REPLACEMENT / RESTORATION PROJECT  
710 N. 8<sup>TH</sup> STREET, SHEBOYGAN, WI

GENERAL TIMELINE:

NOVEMBER, 2024:	BIDDING PROCESS
NOVEMBER 12 <sup>TH</sup> , 2024:	BID REVIEW
DECEMBER 15 <sup>TH</sup> , 2024:	AWARD OF CONTRACT
MARCH 15 <sup>TH</sup> , 2025:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
MAY 15 <sup>TH</sup> , 2025:	PROJECT COMPLETION / PUNCHLIST ITEMS
JUNE 15 <sup>TH</sup> , 2025:	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– Project #2065-24 City of Sheboygan / Mead Public Library Project
  - 1. Project Location: Mead Public Library, 710 North 8<sup>th</sup> Street, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
  - 1. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
  - 2. Owner's Representative: Mr. Michael Willmas, Superintendent of Facilities / Traffic Division, City of Sheboygan
  - 3. Owner's Representative (on site): Mr. Gregg Herr, Maintenance Supervisor
- 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. Project #1 Work includes the following:
    - a. Roof Sections #1, #3 and #4
      - 1) Removal of the roof membrane
      - 2) Installation of added insulation and coverboard
      - 3) Installation of new Modified Bitumen Roof Membrane
      - 4) Installation of new sheet metal trims.
    - b. Roof Sections #2
      - 1) Removal of the roof membrane and insulations
      - 2) Installation of new tapered insulation and coverboard
      - 3) Installation of new Modified Bitumen Roof Membrane

- 4) Installation of new sheet metal trims.
- c. Metal Roof Restoration of Sections #6 and #7
- d. Single Ply Roof Restoration of Section #8
- e. Metal Roof Replacement of Section #9
- f. Provide the Owner the appropriate roof system package as specified for roof replacement projects.
- g. Section #2, #4 and #6 shall have new KEE Safety Railings system installed.
- h. Section #2 shall have new Fibergrate ladder installed to Roof Section #3
- i. Section #1 shall have new KEE Safety Railings system installed around access hatch.

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 always. 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.
- 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. Damages to property not corrected to the satisfaction of the Owner will result in delay of final payment.
- C. Building Access by Contractor: Generally, exterior access only is requested for each facility. Portable bathroom facilities will be required for the project, to be kept on the roof, and the only access to the interior of the facility shall be by the foreman only.
- D. Smoking: **NO smoking is tolerated on any property owned by the Mead Public Library.** 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 on the ground, 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 heating materials or where there is overhead lifting. Contractor is solely responsible for all aspects of OSHA related compliance for the project.
- G. No Radios are permitted on the jobsite.

## 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 wet / damaged vapor retarder or 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. Unforeseen damage to perimeter sheathing, wall components, mechanical units or other items.
  - 2. Replacement of insulation found to be wet or damaged that was not otherwise indicated on nuclear moisture survey.
  - 3. Total for Allowance to be included in Bid Proposal: \$15,000.00

END OF SECTION 012100



## SECTION 055230 – ROOF TOP MOUNTED PROTECTIVE RAILING SYSTEM

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Steel safety rail components. (KEE KLAMP)

#### 1.2 RELATED SECTIONS

Section 05500 - Metal Fabrications: Associated metal supports.

- A. Section 07400 - Membrane Roofing: Coordination of roof edge protection installation.

#### 1.3 REFERENCES

- A. Americans with Disabilities Act Accessibility Guidelines (ADA).
- B. American Society of Civil Engineer (ASCE):
  - 1. ASCE 7-16 - Minimum Loads and Associated Criteria for Buildings and Other Structures.
- C. ASTM International (ASTM):
  - 1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
  - 2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - 3. ASTM A123 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Products.
  - 4. ASTM A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.
  - 5. ASTM B221 - Standard Specification for Aluminum and Aluminum Alloy extruded bars, rods, wires, profiles, and tubes.
- D. Occupational Safety and Health Administration (OSHA):
  - 1. OSHA 1910.29 - Fall Protection systems and falling object protection.
  - 2. OSHA 1926.502 - Fall Protection systems criteria and practices.
- E. Underwriters Laboratories (UL): UL 94 - Tests for Flammability of Plastic Materials for Parts in Devices and Appliances.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Including but not limited to indication of profiles, sizes, connections, sizes and types of fasteners and accessories; showing fabrication and installation of handrails and guardrails including but not limited to plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.
- D. Selection Samples: For each system specified, two complete sets of color chips representing manufacturer's full range of available finishes.
- E. Verification Samples: For each system specified, two samples, minimum size 6 inches (150 mm) long, representing actual system components and finishes.

#### 1.5 QUALITY ASSURANCE

- A. Railings Structural Requirements:

Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 lbs (90,719 g) applied horizontally or vertically down at any point on the top rail.

  - 1. Handrail assemblies and guards shall be designed to resist a load of 50 lbs per linear ft (0.73 kN per m) applied in any direction at the top and to transfer this load through the supports to the structure.
  - 2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 lbs (90719 g) applied to 1 sq ft (8165 g per sq m) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Install in areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship and installation are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, Store and handle materials and products in strict compliance with manufacturer's instructions and recommendations and industry standards. Store materials within absolute limits for temperature and humidity recommended by the manufacturer.
  - 1. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.
  - 2. Store products in manufacturer's unopened packaging until ready for installation.
  - 3. Protect finishes from damage.

## 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
  - 1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery, and installation.
- C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Kee Safety, Inc., which is located at: 100 Stradtman St.; Buffalo, NY 14206; Toll Free Tel: 800-851-5181; Tel: 716-896-4949; Fax: 716-896-5696; Email: info@keesafety.com; Web: http://keesafety.com
- B. Substitutions: Not permitted.

### 2.2 SAFETY RAILINGS PERFORMANCE AND DESIGN REQUIREMENTS

- A. Performance and Design Requirements: Pipe and tube railing and guardrail design.
  - 1. Comply with the following:
    - a. International Building Code/International Code Council.
    - b. OSHA Standard Pipe Railing: 1910.29 Fall Protection systems and falling object protection.
    - c. Local code requirements by authorities having jurisdiction.
  - 2. Delegated Design: Railing design is to be the responsibility of a professional engineer, licensed in the same location as the project. See Section 014000 "Quality Requirements," for more detailed information.
  - 3. Requirements: Railing and Attachments: Withstand effects of gravity loads and the following loads as specified.
  - 4. Structural Performance: Railing and Attachments: Withstand effects of gravity loads and the following loads as specified.
    - a. Recommended Maximum Post Spacing: 72 inches (1829 mm).
    - b. Minimum Height: 42 inches (1067 mm).
    - c. Intermediate Rail Height: 21 inches (533 mm).
    - d. Toe Board:
      - 1) Height: 4 inches (102 mm). 1/4 inch (6 mm) or less above the floor.
      - 2) Required wherever, beneath open sides, persons can pass, there is moving machinery, or there is equipment with which falling materials could

- create a hazard.
- e. Handrails and Top Rail of Railing Systems:
    - 1) Uniform Load: 50 lbf per ft. (0.73 kN per m) in any direction.
    - 2) Concentrated Load: 200 lbf (0.89 kN) in any direction.
    - 3) Uniform and concentrated loads need not be assumed to act concurrently.
  - f. Infill: Guarding for railing systems:
    - 1) Concentrated Load: 50 lbf (0.22 kN) applied horizontally on an area of 1 sq ft (0.093 sq m).
    - 2) Infill load and other loads need not be assumed to act concurrently.
    - 3) Infill Height: IBC 1003.2.12.1.
      - a) Not less than 42 inches (1067 mm) high, measured vertically above the leading edge of the tread, adjacent walking surface or adjacent seat board.
      - b) Openings Limitations: IBC 1003.2.12.2.
        - 1) Open infill shall have balusters or ornamental patterns such that a 4 inch (102 mm) sphere cannot pass through any opening up to a height of 34 inches (864 mm).
        - 2) From height of 34 inches (864 mm) to 42 inches (1067 mm) above the adjacent walking surfaces, a sphere 8 inches (203 mm) in diameter shall not pass.
    - 4) Where Required: IBC.
      - a) Infill: Along open-sided walking surfaces, mezzanines, industrial equipment platforms, stairways, ramps, and landings more than 30 inches (762 mm) above the floor or grade below.
      - b) Adequate in strength and attachment in accordance with Section 1607.9.
5. Allow expansion and contraction due to thermal movements caused by temperature changes.

### 2.3 STEEL SAFETY RAILINGS COMPONENTS – KEE KLAMP

- A. Basis of Design: KEE KLAMP Components and Pipe as manufactured by Kee Safety. Slip-on components to create versatile and rigid tubular system structures. The product line is to provide the versatility needed to achieve any structure configuration.
  - 1. Handrails and guardrails.
  - 2. Roof hatch guardrails.
  - 3. Safety barriers.
  - 4. Roof edge protection.
- B. Performance and Design Requirements: Safety Railing Components: KEE KLAMP.
  - 1. Fittings: Iron castings manufactured to ASTM A47-77-32510 Requirements.
    - a. Hot Dipped Galvanized: ASTM A123.
  - 2. Fittings Range: Eight different pipe sizes from 1/4 to 2 inches (6 to 51 mm).
  - 3. Hexagon Set Screws; Firmly lock components to pipes.
    - a. Case hardened steel and protected against corrosion.
    - b. Corrosion Protection: KEE KOAT as manufactured by KEE SAFETY.
  - 4. Fittings Sizes 5 to 9:
    - a. Axial Load: Supports 2000 lbs (907 kg) per set screw tightened to 29 ft-lbs (39.3 N-m) torque.
      - 1) Safety factor of 2:1.
      - 2) Required Torque: Normally obtained when set screws are tightened using a ratchet wrench.
- C. Components: KEE KLAMP.
  - 1. Fittings, Brackets, Flanges, and Anchors: Cast or formed metal of same material and finish as supported rails. Surfaces: Smooth. No seams, marks, trade names, or

- discolorations.
- 2. Fittings by Function:
  - a. Bases.
  - b. Clips.
  - c. Couplings.
  - d. Crosses.
  - e. Crossovers.
  - f. Elbows.
  - g. Flanges.
  - h. Swivel Sockets.
  - i. Tab Panels.
  - j. Tees and Sockets.
  - k. Plugs.
  - l. Miscellaneous.
  
- D. Material for Posts and Railings: KEE KLAMP.
  - 1. Galvanized Steel Pipe or Tube: Nominal mill lengths of 21 feet (6.400 m). Galvanized steel tubing can be used, providing the outside diameter is compatible with Schedule 40 pipe. Pipe with a wall thickness of less than 1/8 inches (3.17 mm) can only be used in lightly loaded structures.
    - a. Pipe: Schedule 40 ASTM A53.
    - b. Pipe: Schedule 80 ASTM A53.
    - c. Tubing: ASTM A500 or ASTM A513.
    - d. Galvanizing: ASTM A123.
    - e. Nominal Pipe Size: 1/4 inch (6 mm). Outside Dia: 0.54 inches (13.7 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 2.
    - f. Nominal Pipe Size: 3/8 inch (10 mm). Outside Dia: 0.67 inches (17 mm).
      - 1) Tubing Outside Dia: 0.688 inches (17.47 mm).
      - 2) KEE Component Size: 3.
    - g. Nominal Pipe Size: 1/2 inch (13 mm). Outside Dia: 0.84 inches (21.3 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 4.
    - h. Nominal Pipe Size: 3/4 inch (19 mm). Outside Dia: 1.05 inches (26.7 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 5.
    - i. Nominal Pipe Size: 1 inch (25 mm). Outside Dia: 1.31 inches (33.3 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 6.
    - j. Nominal Pipe Size: 1-1/4 inch (32 mm). Outside Dia: 1.66 inches (42.2 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 7.
    - k. Nominal Pipe Size: 1-1/2 inch (38 mm). Outside Dia: 1.90 inches (48 mm) .
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 8.
    - l. Nominal Pipe Size: 2 inch (51 mm). Outside Dia: 2.37 inches (60.2 mm).
      - 1) Tubing Outside Dia: 0.531 inches (13.49 mm).
      - 2) KEE Component Size: 9.
    - m. Finish: Powder Coating: Durable, corrosion preventing polyester coating applied to already galvanized or anodized products available in any RAL color.
      - 1) Color: PATINA GREEN
  
- E. Accessories:

1. Anti-theft Aluminum Drive Rivets.
2. Toe Board.
3. Safety Spring Gate.
4. In-Fill Panels.
5. Grip Tape.
6. High Traction Covers.
7. High Traction Stair Covers.
8. High Traction Ladder Rung Covers.

#### 2.4 STEEL ADA SAFETY RAILINGS COMPONENTS – KEE KLAMP ACCESS

- A. Basis of Design: KEE KLAMP Components and Pipe as manufactured by KEE Safety. Slip-on components to create versatile and rigid tubular system structures. The product line with handrail height of 34” – 38” and guardrail height of 42” is designed to satisfy the requirements of the Americans with Disabilities Act (ADA), as well as state and local building codes.
- B. Performance and Design Requirements: Safety Railing Components: KEE KLAMP.
  1. Fittings: Iron castings manufactured to ASTM A47 Requirements.
    - a. Hot Dipped Galvanized: ASTM A123.
  2. Hexagon Set Screws; Firmly lock components to pipes.
    - a. Case hardened steel and protected against corrosion.
    - b. Corrosion Protection: KEE KOAT as manufactured by KEE SAFETY.
  3. Axial Load: Supports 2000 lbs (907 kg) per set screw tightened to 29 ft-lbs (39.3 N-m) torque.
    - a. Safety factor of 2:1.
    - b. Required Torque: Normally obtained when set screws are tightened using a ratchet wrench.
- C. Components: KEE KLAMP.
  1. Fittings, Brackets, Flanges, and Anchors: Cast or formed metal of same material and finish as supported rails. Surfaces: Smooth. No seams, marks, trade names, or discolorations.
  2. Fittings by Function:
    - a. Couplings.
    - b. Elbows.
    - c. Flanges.
    - d. Handrail Wall Bracket.
    - e. Tees and Sockets.
- D. Material for Posts and Railings: KEE KLAMP.
  1. Galvanized Steel Pipe: Nominal mill lengths of 21 feet (6.4 m).
    - a. Pipe: Schedule 40 ASTM A53.
    - b. Nom. Pipe Size: 1-1/4 inch (32 mm). Outside Dia: 1.660 inches (42.16 mm).
    - c. Finish: Powder Coating: Durable, corrosion preventing polyester coating applied to already galvanized or anodized products available in any RAL color.
    - d. Finish: Antimicrobial Powder Coating: Defends against the growth of potentially harmful invisible bacteria and fungi. Supplied in a wide range of RAL colors.
      - 1) Color: PATINA GREEN .

## 2.5 CUSTOM RAILING SYSTEMS

- A. Custom Designs: Provide components and accessories including but not limited to as manufactured by Kee Safety Inc. as scheduled and indicated on Drawings, as required to match design indicated on the Drawings and as required to provide complete installation.
  - 1. System Basis: As indicated on Drawings.
  - 2. System Basis: Kee Klamp.

## 2.6 FABRICATION

- A. Comply with design and specified requirements.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
  - 1. Provide weep holes where water may accumulate.
  - 2. No welded connections.
  - 3. Cap exposed railing ends.
- C. Upright tops shall be plugged with weather and light resistant material.
- D. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- C. Coordinate post setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete and masonry construction.
  - 1. Coordinate delivery of anchorages to project site.
  - 2. Coordinate that blocking is in place for all mounting fasteners.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions including the following:
  - 1. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 ft-lbs (39.3 N-m) of torque.
  - 2. Perform cutting, drilling, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.
  - 3. Set posts plumb within a tolerance of 1/8 inch (3 mm).

### 3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION - 055230

## 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 PANEL PRODUCTS

- A. Miscellaneous Concealed Plywood: Exterior sheathing, span rating to suit framing in each location, and thickness as indicated but not less than 1/2 inch (13 mm).
- B. Miscellaneous Exposed Plywood: DOC PS 1, A-D Interior, thickness as indicated but not less than 5/8 inch (15 mm).

2.3 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: FS FF-N-105.
- 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. Install non-treated lumber or plywood.
- C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

- D. Use fasteners of appropriate type and length. Predrill 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 REROOFING 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. Roof re-cover preparation.
  - 3. 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 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
  - 3. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
  - 4. Division 7 Section "Modified Bituman Roofing" for roofing membrane, base flashings, roof insulation, cover boards, and roofing accessories.
  - 5. 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. Existing Membrane Roofing System Roof #1, #3 AND #4: Ballast Stone, EPDM roofing membrane, Tapered EPS Insulation, and components and accessories between steel deck and roofing membrane. Note: Roof #4 has no surfacing.

- C. Roof Section #2: Existing Membrane Roofing System: Ballast Stone, EPDM roofing membrane, Tapered EPS Insulation, and components and accessories between concrete deck and roofing membrane.
- D. 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.
- E. Roof Tear-Off: Section #2 Only: All roof components between the EPDM membrane and concrete deck are to be removed. Sections #1, #3, #4: Existing ballast stone and membrane only.
- F. Roof Tear-Off: Section #9: Existing metal panels and trims to expose the wood sheathing.
- G. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- H. Existing to Remain: Existing items of construction that are not indicated to be removed.
  - 1. Perimeter wood blocking
  - 2. Metal Wall Panels (Section #1)

#### 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 and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 5. Review existing deck removal procedures and Owner notifications.
  - 6. Review procedures to determine condition and acceptance of existing deck
  - 7. Review structural loading limitations of deck during re-roofing.
  - 8. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.
  - 9. Review HVAC shutdown and sealing of air intakes.
  - 10. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - 11. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.

12. Review governing regulations and requirements for insurance and certificates if applicable.

## 1.6 PROJECT CONDITIONS

- A. Owner will occupy 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.
  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, 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.
- E. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. EPDM Sheeting: .045 Mil Thick
- C. Asphalt Primer: ASTM D 41

## 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. 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.
  - 2. Remove existing perimeter flashings and sheet metal components.
  - 3. Remove existing insulations (Section #2 Only)

### 3.3 SUBSTRATE PREPARATION

- A. Inspect existing deck or substrate after tear-off of existing roofing system.
- B. Correct any deficiencies or deck deflections at the approval of the Owner.

### 3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Do not damage metal counterflashings (receivers) that are to remain. Replace metal counterflashings damaged during removal with counterflashings specified in Division 7 Section "Sheet Metal Flashing and Trim."
- C. Inspect parapet sheathing or masonry walls for deterioration and damage. If parapet sheathing or masonry walls have deteriorated, immediately notify Owner.
- D. Inspect existing perimeter wood blocking and replace any damaged or deteriorated wood blocking per Division 6.
- E. Add wood blocking to perimeter and curbs to accommodate height of additional insulation

### 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 070150.73 - REHABILITATION OF EPDM MEMBRANE ROOFING

### 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 cold fluid-applied roofing systems on existing asphalt membrane insulated over a concrete deck consisting of the following:
  - 1. Application of roof membrane and flashings consisting of multiple coats of fluid-applied, fabric-reinforced, polyurethane roofing system.

#### 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.

#### 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.

#### 1.5 SUBMITTALS

- A. All submittals to be in PDF format.
- B. Product Data: For each type of product indicated.
- 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-12-inch (300-by-300-mm) square of fabric reinforcement sheet.

- 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. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Maintenance Data: For roofing system to include in maintenance manuals.
- I. Warranties: Special warranties specified in this Section.
- J. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
  - 1. 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.
  - 2. Roofing Contractor must be the Prime Contractor.
  - 3. Contractor shall have in place a formal safety program for review.
  - 4. Contractor must be experienced in cold process, multi-ply modified roofing systems.
  - 5. Contractor shall obtain written certification or letter from the manufacturer certifying that the installer is approved by the manufacturer for installation of the specified roofing system.
  - 6. Contractor must utilize material manufacturer's technical inspectors.
  - 7. Contractor shall disclose if the organization has ever failed to complete any work awarded to it.
  - 8. Contractor shall disclose if there are any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers. If so, please attach details with bid package on bid due date.
  - 9. Contractor shall disclose if the organization has filed any law suits or requested arbitration with regard to construction contracts within the last five years.
  - 10. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.
- B. Manufacturer Qualifications:
  - 1. A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
  - 2. 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.
  - 3. Manufacturer shall provide a copy of the warranty showing that it meets the warranty requirements in the specifications. Provide list with the bid package on bid due date.
  - 4. Manufacturer shall provide a full time field technical service representative available for monitoring the project. The full time field technical service representative will provide a written inspection report to the architect twice a week. A copy will also be sent to the owner's representative.
  - 5. Lack of requested documentation as specified above shall be considered non-responsive and shall be just cause for rejection.



- C. Technical Inspector: Contact Manufacturer's Representative
- D. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- E. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.
- F. 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.
- G. Pre-installation 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, Architect if applicable, roofing Installer, roofing system manufacturer's representative, and any sub contractors 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. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 5. Review governing regulations/requirements for insurance and certificates if applicable.
  - 6. Review temporary protection requirements for roofing system during and after 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 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, without monetary limitation, 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, insulation, insulation adhesive, fasteners, flashings, asphalt, felts, mastics, pipe vents, caulking, termination strips, etc. as well as all metal work, wood nailers, cants, etc. The warranty coverage will include all wind damage up to 74 mph.
  - 2. Manufacturer will provide the following as part of the warranty, at years 2, 5, 10 and 15:
    - a. Inspection by a Technical Service Representative and delivery of a written inspection report documenting roof conditions.
  - 3. Warranty Period: 15 years from date of Substantial Completion.
- 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 existing and newly installed roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, for the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The roof system specified in this section is based upon Tremco, Inc. products named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product.

2.2 MATERIALS

- A. General: Roofing materials recommended by roofing system manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.
- C. General: Provide adhesive and sealant materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

### 2.3 FLUID-APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System: An elastomeric, two-part, bio-based, polyurethane fluid-applied roofing formulated for application to existing built-up roofing, with the following minimum physical properties:

1. Aliphatic Urethane Base Coat:
  - a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 1 g/L ( A+B mix).
  - b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
  - c. Water Vapor Transmission: 0.19 perms, ASTM E96.
  - d. Low Temperature Flexibility: Pass at -25 deg F, ASTM D522.
  - e. Tear Strength: 309 lbf, ASTM D 5147.
  - f. Water Absorption: 0.008, ASTM D 471.
  - g. Indentation Hardness: 88 Shore A, ASTM D 2240.
  - h. Dimensional Stability: less than 0.1 %, ASTM D 5147.
  - i. Volume Solids: 100%, ASTM D 2697.
  - j. Weight Solids: 100%, ASTM D 1644.
  - k. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.
2. Aliphatic Urethane Top Coat:
  - a. Volatile Organic Compounds (VOC), ASTM D 3960: Not greater than 6 g/L ( A+B mix).
  - b. Tensile Strength: 1,400 lb / sq. in., ASTM D 412.
  - c. Water Vapor Transmission: 0.19 perms, ASTM E96.
  - d. Low Temperature Flexibility: Pass at -25 deg F, ASTM D522.
  - e. Tear Strength: 309 lbf, ASTM D 5147.
  - f. Water Absorption: 0.008, ASTM D 471.
  - g. Indentation Hardness: 81 Shore A, ASTM D 2240.
  - h. Dimensional Stability: less than 0.1 %, ASTM D 5147.
  - i. Reflectivity: 84%, ASTM C 1549.
  - j. Emissivity: 87%, ASTM C 1371.
  - k. SRI: 105, ASTM E 1980.
  - l. Volume Solids: 100%, ASTM D 2697.
  - m. Weight Solids: 100%, ASTM D 1644.
  - n. Viscosity: 2,500 – 5,500 cp, ASTM D 2196.
3. Polyester Reinforcement (membrane only): 100% stitchbonded, mildew and rot resistant, polyester fabric for fluid-applied membrane and flashing.
  - a. Basis of Design Product: Tremco, Permafab Polyester Reinforcing.
  - b. Weight: 3 oz./sq yd.
  - c. Elongation: 61.65% (avg., MD and XMD), ASTM D 1682.
  - d. Trapezoid (Tear Strength): 16.1 lbs. (avg., MD and XMD), ASTM D 1117
  - e. Tensile Strength: 51.1 lbs. (avg., MD and XMD), ASTM D 1682.
  - f. Mullen Burst: 176.8 lbs., ASTM D 3786.

## 2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
- B. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces by roofing system manufacturer.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

## 2.5

- A. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

## 2.6 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 (Where found wet / damaged): ASTM C 1289, Type II, glass-fiber mat facer on both major surfaces.
  - 1. Size: 4' x 4'.
  - 2. Min thickness: 1.5" – 2 Layers

## 2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Tapered Edge Strips at drain locations where required: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

## 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 blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.

5. 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. Power wash all areas of the roof prior to starting.
- 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. Prime the existing membrane with water based, polyurethane primer via roller / brush at a rate of 200 square feet / gallon.

### 3.3 INSULATION INSTALLATION (REPAIRS WHERE REQUIRED)

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. 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.
- C. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- D. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Adhered Insulation to substrate: Install each layer of insulation and fasten to substrate as follows:
  1. Mechanically fasten the two layers of insulation to the steel deck with fasteners / plates (6 fasteners per 4' x 4' board).

### 3.4 FLUID-APPLIED MEMBRANE APPLICATION, ALL ROOF SECTIONS

- A. Primer: AlphaGuard WB Primer
  1. Application Rate: 200 Square Feet / Gallon
- B. Base Coat: Apply coating base coat to substrate surfaces in accordance with manufacturer's written instructions. Back roll to achieve minimum wet mil coating thickness as recommended by manufacturer; verify thickness of base coat as work progresses.
  1. Mix components together as per manufacturers instructions.
  2. Apply base coat on prepared and primed surfaces and spread coating evenly.
  3. Application Rate: 3 gal./Sq. (48 wet mils) minimum.
  4. Embed polyester mat reinforcement into wet base coat at all membrane field laps and flashing laps (not factory laps). Lap adjacent flashing pieces of polyester mat minimum 3 inches along edges and 6 inches at end laps.

5. Roll surface of polyester reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric, free of pin holes, voids, or openings.
  6. Apply base coat over all areas of the roof at a rate of 2.5 – 3.0 gallons per 100 square feet.
  7. Allow base coat to cure prior to application of top coat for no more than 72 hours or re-prime.
- C. Fluid-Applied Flashing Application: Complete base coat and polyester reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.
1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
  2. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of polyester reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
- D. Top Coat: Apply top coat uniformly in a complete installation to flashings and field of roof.
1. Mix components together as per manufacturers instructions
  2. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  3. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
  4. Back roll to achieve wet mil thickness as recommended by manufacturer. Apply ceramic graules as a tread surface, back rolled.
  5. Application Rate: 2 gal./Sq. (32 wet mils) minimum
  6. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.5 FIELD QUALITY CONTROL

- A. 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.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

### 3.6 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 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.

END OF SECTION 070150.73

## SECTION 070150.71 - REHABILITATION OF METAL ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Roof coating preparation including restoration of metal roof panel joints, fasteners, and flashing, and cleaning preparation for coating.
2. Application of coating on metal roofing and coping caps.

#### 1.2 MATERIALS OWNERSHIP

A. Demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.
- B. Existing Roofing System: Metal roofing, and components and accessories between deck and metal roofing.
- C. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- D. Patching: Removal of a portion of existing metal roofing system from deck or removal of selected components and accessories from existing metal roofing system and replacement with similar materials.
- E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- F. Existing to Remain: Existing items of construction that are not indicated to be removed.
- G. Manufacturer/Roofing Manufacturer: Manufacturer of roofing restoration products, unless otherwise indicated.

#### 1.4 ROOFING CONFERENCES

A. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site to review methods and procedures related to roofing system.

1. Meet with Owner; Architect; roofing coating materials manufacturer's representative; roofing coating Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.

2. Review methods and procedures related to coating preparation, including metal roofing coating system manufacturer's written instructions.
3. Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
4. Review roof drainage during each stage of coating 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 base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
7. Review HVAC shutdown and sealing of air intakes.
8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
9. Review governing regulations and requirements for insurance and certificates if applicable.
10. Review existing conditions that may require notification of Owner before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Roofing Inspector.
- B. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  1. Indicate that proposed system components are compatible.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing rehabilitation system.
- E. Warranties: Unexecuted sample copies of special warranties.
- F. Photographs or Video Recordings: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by coating operations. Submit before Work begins.
- G. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions required and carried out.



1. Submit report within 48 hours after inspection.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

#### 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
  1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Primary product manufacturer that is UL listed for roofing system identical to that specified for this Project, with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
- C. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
  1. Product data, including certified independent test data indicating compliance with requirements.
  2. Samples of each component.
  3. Sample submittal from similar project.
  4. Project references: Minimum of five installations of specified products with Owner and Architect contact information.
  5. Sample warranty.
  6. Approved manufacturers must meet separate requirements of Submittals Article.
- D. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
- E. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
  1. An authorized full-time technical employee of the manufacturer.

2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

#### 1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
  1. Store all materials prior to application at temperatures recommended by manufacturer.
  2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
  3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
  1. Form of Warranty: Manufacturer's standard warranty form.
  2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
  3. Warranty Period: 10 years from date of completion.
- B. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
  1. Inspections to occur in following years: 2, 5, 10 following completion.
- C. Installer Warranty: Installer's warranty signed by Installer, as follows.
  1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.

2. Scope of Warranty: Work of this Section.
3. Warranty Period: 5 years from date of completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco, Inc., Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles..
  1. Manufacturers of comparable products: Approved by Architect prior to bid.
- B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacture

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide coated metal roofing system that remains weathertight; does not permit the passage of water; and resists 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. Exterior Fire-Test Exposure: Roofing system exterior fire-test exposure performance following application of rehabilitation coating shall be not be less than that of the pre-rehabilitated roof performance when tested in accordance with ASTM E108, based upon manufacturer's tests of identical applications.

### 2.3 MATERIALS, GENERAL

- A. General: Restoration materials recommended by roof coating manufacturer for intended use and compatible with components of existing metal roofing system.

### 2.4 METAL COATING MATERIALS

- A. Metal Restoration Coating:
  1. Acrylic Urethane Paint: Single-component water-based direct-to-metal, low-odor and low-VOC.
    - a. Basis of design product: Tremco, Solargard 6083 Coating System.
  2. Acrylic Roof Coating, Highly-Reflective Elastomeric: ASTM D6083, applied as base coat plus finish coat over prepared and primed roof surfaces.
    - a. Basis of design product: Tremco, Solargard 6083 Base and Top Coat.
    - b. Solar Reflectance Index (SRI), white, ASTM E1980: 105 initial; 100 aged.

- c. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
- d. Tensile Strength at 73 deg. F (23 deg. C), minimum, ASTM D2370: 250 psi (1700 kPa).
- e. Elongation at 73 deg. F (23 deg. C), minimum, ASTM D2370: 350 percent.
- f. Flexibility at -15 deg F (-26 deg C), ASTM D522: Pass 1/2 inch mandrel bend after 1000 hrs. accelerated weathering.
- g. Solids by weight, minimum ASTM D1644: 60 percent.
- h. Solids by volume, minimum ASTM D2697: 50 percent.
- i. Color, Top Coat: PATINA GREEN.
- j. Minimum Thickness over Metal: 16 mils (0.40 mm) wet each coat for base and finish coats.

B. Metal Primer:

- 1. Acrylic primer formulated for use with acrylic coatings on PVDF-coated metal.
  - a. Basis of design product: Tremco, SOLARGARD Fluoro-Prime.
  - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 50 g/L.
  - c. Solids by volume, minimum: 5 percent.
  - d. Application: 6 to 8 wet mils; (0.15 to 0.20 mm) wet.

2.5 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.

B. Seam Reinforcing Fabric:

- 1. Polyester Reinforcing and Protection Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings and as a protection layer under pavers or stone aggregates.
  - a. Basis of design product: Tremco, Permafab.
  - b. Tensile Strength, Minimum, ASTM D1682: 50 lbf (23 kg) avg..
  - c. Elongation, Minimum, ASTM D1682: 60 percent.
  - d. Tear Strength, Minimum, ASTM D1117: 16 lbf (7.3 kg) avg..
  - e. Weight: 3 oz./sq. yd (102 g/sq. m).

- C. Seam Sealer: Waterproof seam and fastener patching material.
  - 1. Seam Sealer: Aliphatic polyurethane sealer, single-component, moisture curing, high solids, low-VOC, formulated for compatibility and use with specified roofing substrates.
    - a. Basis of design product: Tremco, SOLARGARD Seam Sealer.
    - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 75 g/L.
    - c. Tensile Strength, ASTM D412: 270 psi (1860 kPa).
    - d. Tear Strength, ASTM D412: 35 pli (6 kN/m).
    - e. Elongation, ASTM D412: 700 percent.
    - f. Color: White.
- D. Joint Sealant: Elastomeric joint sealant compatible with applied coating, with movement capability appropriate for application.
  - 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
    - a. Basis of design product: Tremco, TremSEAL Pro.
    - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
    - c. Hardness, Shore A, ASTM C661: 40.
    - d. Adhesion to Concrete, ASTM C794: 35 pli.
    - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
    - f. Color: Closest match to substrate.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening metal roofing components to substrate; tested by fastener manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- F. Metal Flashing Sheet: Provide metal flashing sheet matching type, thickness, finish, and profile of existing metal flashing and trim.

### PART 3 - EXECUTION

#### 3.1 EXISTING WARRANTIES

- A. Notify warrantor of extent of work. Do not proceed with work that will diminish Owner's protection under existing warranties unless directed by Owner.

### 3.2 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
  - 2. Verify compatibility with and suitability of substrates.
  - 3. Verify that substrates are visibly dry and free of moisture.
  - 4. Verify that metal roofing is free of rust affecting structural integrity of roofing, or other indications of impending metal roof system failure.
  - 5. Application of coatings indicates acceptance of surfaces and conditions.

### 3.3 PREPARATION

- A. Protect existing roofing system that is indicated not to be coated, and adjacent portions of building and building equipment.
  - 1. Comply with warranty requirements of existing roofing manufacturer.
  - 2. Maintain temporary protection and leave in place until roofing rehabilitation has been completed.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with rehabilitation work that could affect indoor air quality or activate smoke detectors in the ductwork.
  - 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- 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.
  - 1. Do not permit water to enter into or under existing metal roofing system components that are to remain.

### 3.4 ROOFING COATING PREPARATION

- A. Metal Roofing Surface Preparation:
  - 1. Remove ridges, buckles, failed or loose roofing fasteners, and other substrate irregularities from existing metal roofing that would inhibit application of uniform, weathertight coating.
  - 2. Repair metal roofing at locations where irregularities have been removed.
  - 3. Provide replacement fasteners where required.
  - 4. Provide additional fasteners where required to meet performance requirements.

5. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at minimum 2,000 psi (13,800 kPa). Remove existing coatings if any. Allow to dry thoroughly.
6. Verify that existing substrate is dry before proceeding with application of coating.
7. Perform adhesion testing before proceeding with application of coating.

### 3.5 FLASHING REPAIR

- A. Repair existing base flashings around parapets, curbs, walls, and penetrations.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- C. Repair flashings, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.

### 3.6 ROOF COATING APPLICATION

- A. Primer: Fully prime all areas with specified primer.
- B. Coating: Apply number of coats and thickness of coats indicated in Part 2 product listing and as required in manufacturer's written instructions.
- C. Joint Sealant: Apply joint sealant at exposed movement joints, terminations, and where required for complete weathertight application.

### 3.7 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 070150.71

SECTION 075216 – STYRENE-BUTADIENE-SYTRENE (SBS) MODIFIED BITUMANOUS MEMBRANE – COLD APPLIED

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
  - 1. Cold process Modified Bitumen roofing system.
  - 2. Roof insulation.
  - 3. Modified Bitumen Flashings
  - 4. Aluminum coating / surfacing.
  
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry" for wood nailers, cants, curbs, and blocking.
  - 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

1.2 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. Cold Applied Adhesive – An asbestos free, bio-based, two-part urethane, 100% solids, cold applied roof membrane adhesive.

1.3 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. Flashings: Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations NRCA Roofing and Waterproofing Manual (Fifth Edition) for Construction Details and SMACNA Architectural Sheet Metal Manual (Fifth Edition) for Construction Details, as applicable.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated upon the request of the Owner.
  
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.



1. Base flashings, cants, and membrane terminations.
  2. Tapered insulation, including slopes.
  3. Crickets, saddles, and tapered edge strips, including slopes.
  4. Insulation fastening patterns.
- C. Samples for Verification: For the following products upon the request of the Owner's representative.
1. 12-by-12-inch (300-by-300-mm) square of ply sheet.
  2. 12-by-12-inch (300-by-300-mm) square of flashing sheet, of color specified.
  3. 12-by-12-inch (300-by-300-mm) square of roof insulation.
  4. 1 qt. container of cold insulation adhesive.
- D. Qualification Data: For Installer and manufacturer.
- 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 system manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
1. Submit evidence of meeting performance requirements.
- G. 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.
- H. Research/Evaluation Reports: For components of roofing system.
- I. Maintenance Data: For roofing system to include in maintenance manuals.
- J. Warranties: Special warranties specified in this Section.
- K. Technical Inspectors Approval: Evidence of roofing system manufacturer's compliance with technical inspector qualifications.
- L. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

#### 1.5 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: Engage a technical inspector a minimum of 1 day per 1,000 square feet of installation to monitor installation of the roof system. 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. **Testing Agency Qualifications:** An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- G. **Source Limitations:** Obtain components for roofing system approved by the primary roofing system manufacturer.
- H. **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.
- I. **Preliminary Roofing Conference:** Before starting roof deck construction, conduct conference at Project site. Comply with requirements for pre-installation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
  - 1. Meet with Owner, Specifier, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, 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.
- J. **Preinstallation Conference:** Conduct conference at Project site. Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, Specifier, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, 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.

#### 1.6 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.

#### 1.7 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.
- B. Additional Contractors: Other contractors may be working under or around the existing roof area. The roof contractor will need to coordinate activities on a limited basis for the General Contractor on site or specialty Restoration / Masonry Contractor.

## 1.8 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, insulation adhesive, cover boards, substrate board, walkway products and other components of roofing system.
  2. Warranty Period: Twenty **(20)** years from date of Substantial Completion for new roof assemblies.
- 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, insulation adhesive, cover boards, substrate boards, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: **Two (2)** years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of the following: The "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.
- B. 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. Additional Manufacturers May Include:
1. The Garland Company
  2. Veridian Building Products
- C. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

### 2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS – POWER PLY Fire Rated CAP SHEET

- A. Roofing Modified Bitumen Membrane Cap Sheet: Granule surfaced with fire resistant characteristics: polyester- and glass-fiber-reinforced, SBS-modified asphalt sheet; exceeding the requirements of D6162, Type III; suitable for application method specified, and as follows:
1. Thickness: 3.5 mm; ASTM D 5147
  2. Tensile Strength: 410 lbf/in MD, 370 lbf/in XMD ASTM D 5147

2.3 BASE-PLY SHEET MATERIALS – POWER PLY STANDARD BASE SHEET

- A. Base Ply Sheet: SBS reinforced high strength ply sheet: ASTM D 6164, Type I, Grade S Asphalt coated.
  - 1. Thickness: 2.4mm; ASTM D 5147-07b
  - 2. Tensile Strength: 78 lb MD, 80 XMD ASTM D 5147-07b
  - 3. Pliability, ½": No Failures, ASTM D 146-90
  - 4. Asphalt: 10lb/100sf; ASTM D 228-90a

2.4 MEMBRANE ADHESIVE MATERIALS – ENDURE BIO ADHESIVE

- A. Two Part Urethane, 100% solids, bio based, asbestos free, cold applied roof membrane adhesive.

2.5 BASE FLASHING SHEET MATERIALS (SAME AS MEMBRANE)

- A. Flashing Sheet: Glass-fiber-reinforced, SBS -modified bitumen membrane, Type III, Grade G; granular surfaced; suitable for application method specified, and as follows:
- B. Backer Sheet: ASTM D 6164, SBS Asphalt coated Bilaminate reinforced high strength ply sheet.
- C. Flashing Sheet Adhesive:
  - 1. Fibrated Asphaltic Brush Grade mastic by Roof System Manufacture.
- D. Glass-Fiber Fabric: Woven glass-fiber cloth, vinyl coated, complying with ASTM D 1668, Type I.

2.6 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: ASTM D 41. Quick drying water based asphaltic primer.
- C. Coping Underlayment: ExxoAire 110 AT Self adhered impermeable vapor retarder / underlayment.
- D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- 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.
- G. Surface Granules: White ceramic granules for covering overspray or foot marks on finished roof system.
- H. Walk pads: 3 x 4' x ½" thick Modified Bitumen granule surface walk pads (located at bottoms and tops of ladders, doors, hatches, HVAC access panels ).

- I. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

## 2.7 INSULATION ACCESSORIES

- A. General: Furnish roofing insulation accessories supplied by roofing system manufacturer for intended use and compatible with roof system.
- 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.
    - 1. 2.0" Thick x 4' x 4' Boards
    - 2. Tapered Thickness Boards x 4' x 4' Boards
- C. Cover Board:
  - 1. SecureRock Primed Gypsum Board  
Thickness: ½" (One Half Inch Thick) – 4' x 4'
- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- E. Wood Nailer stops: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."
- F. Cold Fluid-Applied Insulation Adhesive: multi - component, bio based, polyurethane low-rise adhesive.

## 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 wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thickness of insulation.
  - 3. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  - 4. 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 gutters and conductors and from spilling or migrating onto surfaces of other construction.

- C. Inspect the condition of the existing wood blocking, sheathing and nailers to confirm they are suitable to remain. Correct as needed.

### 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. Wood fiber cants: Install and secure preformed 45-degree wood fiber cants at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- C. 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.
  - 2. Mechanically fasten the layer of thermal insulation into the wood deck with each fasteners penetrating the deck a minimum of 1". Install 6 fasteners per 4' x 4' board.
- D. Adhered Insulation / Coverboard: Install each layer of insulation and adhere to substrate as follows:
  - 1. Set each layer of insulation in a low rise insulation adhesive.
  - 2. Adhere insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 3. Immediately "walk-in" 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 cold applied asphalt adhesive 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.

### 3.5 MEMBRANE BASE-PLY SHEET INSTALLATION

- A. Install a fiberglass reinforced base-ply sheet according to roofing system manufacturer's written instructions starting at low point of roofing system. Align reinforced base-ply sheets without

stretching. Shingle side laps of reinforced base-ply sheets uniformly to ensure required number of reinforced base-ply sheets covers substrate at any point. Shingle in direction to shed water. Extend reinforced base-ply sheets over and terminate beyond cants.

1. Embed each reinforced base-ply sheet in a continuous application of cold adhesive, to form a uniform membrane without reinforced base-ply sheets touching.
2. Run sheet parallel to slope of roof.
3. Application rate: 2 gallons / 100 sq. ft. / ply.
4. Broom plies immediately after application.

### 3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
1. Unroll MB rolls and stack neatly to allow the rolls to relax a minimum of 24 hours prior to application.
  2. Adhere to substrate in cold applied adhesive.
  3. Application rate: 2 gallons / 100 sq. ft.
  4. Cut rolls into maximum 16' lengths.
  5. Run sheet parallel to slope of roof.
  6. Roll membrane immediately after application with a 75# roller.
  7. Cut all end lap corners to a round profile.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps.
1. Repair tears and voids in laps and lapped seams not completely sealed.
  2. Provide a continuous seal, leaving no voids.
  3. Lap Seals: Use hot air gun and Leister machine to apply heat weld to all field laps and flashing laps prior to application of reflective coating. Ensure membrane adhesive is no more than 1" away from seam being welded. No welding until the adhesive and cap sheet have been installed for 24 hours to ensure full bond of adhesive to cap sheet.
  4. Use weighted roller to eliminate air pockets during the field lap weld process.
- C. Install roofing membrane sheets so side and end laps shed water.

### 3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install 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 application of cold mastic adhesive. Application rate: 12 square feet per gallon approximately 1/8" thickness.
  3. Prime substrates with asphalt primer as required by roofing system manufacturer.
  4. Flashing Sheet Application: Adhere flashing sheet to substrate in cold mastic adhesive applied at rate of 12 square feet per gallon.
  5. Repair tears and voids in laps and lapped seams not completely sealed.
  6. Provide a continuous seal, leaving no voids.



- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 6 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
  - 1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
  - 1. Install target flashing-sheet stripping by same method as installing base flashing.
  - 2. Provide and install new drain hardware (bolts, nuts, washers) to all drain assemblies.
  - 3. Provide and install cast iron drain strainers to the existing drain rings if missing or damaged.

REFERENCE FOR ADDITIONAL DETAILS NOT INCLUDED WITH SPECIFICATION DRAWINGS -NRCA ROOFING AND WATERPROOFING MANUAL – 5<sup>TH</sup> ED

3.8 WALKWAY PAD INSTALLATION

- A. Install walkway pads near ladders and access doors. Pads are to be installed over finished roof surface set in mastic globs in the corners of underside of each pad to allow for water flow under the pad.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may 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, 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 Architect.
  - 1. Notify Specifier or 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, 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 Architect and 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.

END OF SECTION 075216

## SECTION 076200 - SHEET METAL ROOFING, 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 counter-flashings, coping caps, metal edges and reglets / receivers.
  - 2. Formed low-slope roof flashing and trim.
  - 3. Formed wall flashing and trim.
  - 4. Formed equipment support flashing.
  - 5. Manufactured Roof Panels
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
  - 2. Division 7 Section "SBS-Modified Bituminous Membrane Roofing " for installing sheet metal flashing and trim integral with roofing membrane.
  - 3. Division 7 Section "Thermoplastic Single Ply Membrane 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) Thickness of finished trim: 24 gauge
    - 3) Thickness of cleat: 22 gauge
    - 4) Color: Patina Green

## 2.3 UNDERLAYMENT MATERIALS

- A. ExoAire 110AT – 18 Mil composite impermeable membrane.
- B. Temporary Sheeting: EPDM Sheeting: .045 mil thick, EPDM sheeting

## 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.
  1. Tremseal D
- E. 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. Roof Edge Flashing, Coping Caps: 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. Note: Gutters may be seamless and exceed 10 feet in length.
  - 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. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 gauge thick.
- D. Roof-Drain Flashing: Manufactured retrofit drain assembly.

## 2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following material:
  - 1. Galvanized Steel: 24 gauge thick.
  - 2. Color: Patina Green

## 2.8 MANUFACTURED ROOF PANELS

- A. TremLock VP Panel
  - 1. Galvanized Steel: 24 gauge thick.
  - 2. Color: Patina Green
  - 3. Panel Size: 16" wide x 8'6" Long
  - 4. Rib Height: 1.5"

## 2.9 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.
- 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.
- B. Reglets: Installation of new counterflashings, utilizing existing reglet receivers where height permits (8" minimum). In the case height doesn't permit, new reglet masonry joints must be cut.

### 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

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Summer, 2024 Nuclear Moisture Survey



Roof Section #1 - Overview Photo.

Overview Photo

Overview Photo

Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



Roof Section #1 - Overview Photo. The air handler penthouse roof will remain in place and will be coated with a polyurethane coating system.



Overview Photo. The access hatch shall have a protective railing system installed around it.



Overview Photo. The area in the photo includes a 2' x 4' area of wet insulation. It was the only wet insulation area located on the building.



Overview Photo. Large split at the valley line. This appears to have been repaired several times.

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Summer, 2024 Nuclear Moisture Survey



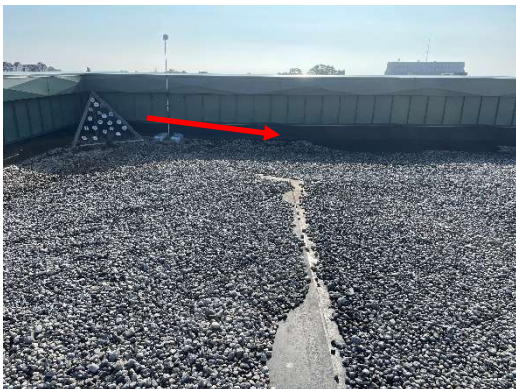
Roof Section #1 - Overview Photo. Several of the roof areas have significant pitch (1:12) or greater.



Overview Photo. The elevator penthouse will require roof replacement with the main roof replacement.



Overview Photo. The entire roof was checked for moisture in a 5' x 5' grid pattern. No wet insulation was found except for one small area near the hatch.



Overview Photo.

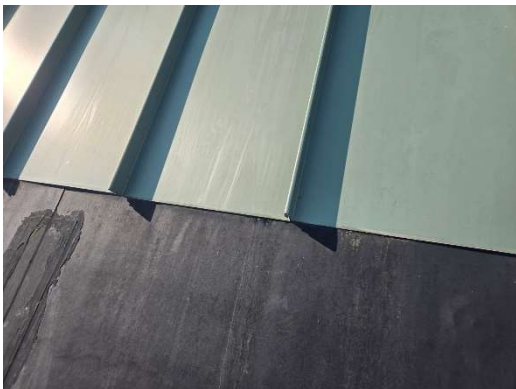
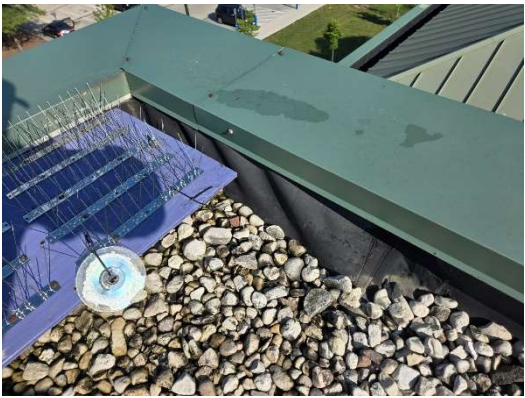
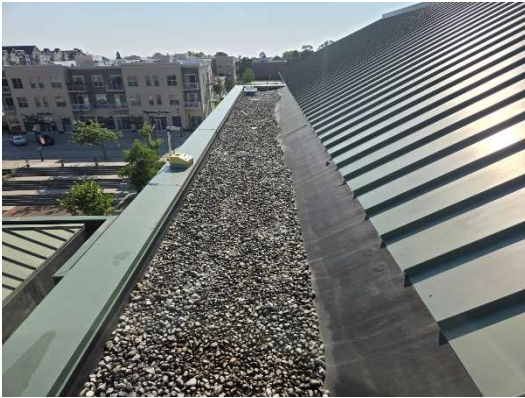
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Roof Section #2 - Overview Photo. The roof flashings are in very poor condition and are tented / pulled away from the walls. The roof should be replaced as soon as funding permits.

Overview Photo. A nuclear moisture scan showed no moisture in the roof system.

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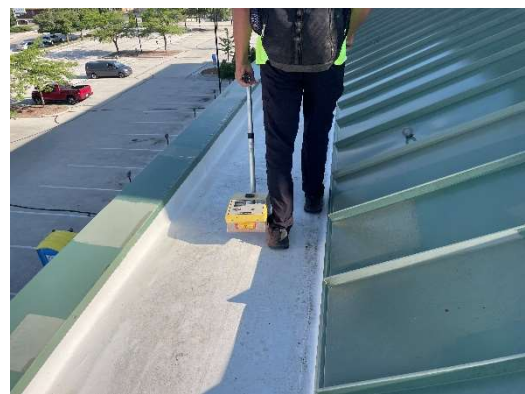
Roof Section #3 - Overview Photo.

Overview Photo. The roof has severely tented / stretched flashings. The roof should be replaced as soon as funding permits.

Overview Photo. Severely tented / stretched flashings.

Overview Photo. The metal roof panels extend over the EPDM flashing with no termination detail or counterflashing.

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Roof Section #4 - Overview Photo. This roof is a long narrow walkway. There are no protective railings installed. The tie off points are likely not OSHA certified. It is recommended to install new coping caps and railing system when the roof is replaced.

Overview Photo. Many of the adjacent roof panels have been painted with different color of paint.

Overview Photo. The roof has been tested for moisture all in all areas every 4-5 feet. The roof was found to have no wet insulation.

Overview Photo. The roof drains via internal drains.



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Roof Section #4 - Overview Photo. The tie off points are creating a leak issue in some places. The eyelits have been resealed on several places. If permanent railings are installed, the eyelits should be removed.



Overview Photo



Overview Photo

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Roof Section #6 - Overview Photo. This roof is a narrow walk way around the metal roof panels. The current system needs a new membrane installed with new coping cap.



Overview Photo



Overview Photo



Overview Photo. In some cases, the metal trim extending from under the metal panel is starting to rust because of a lack of slope off the trim.

# EXHIBIT 2

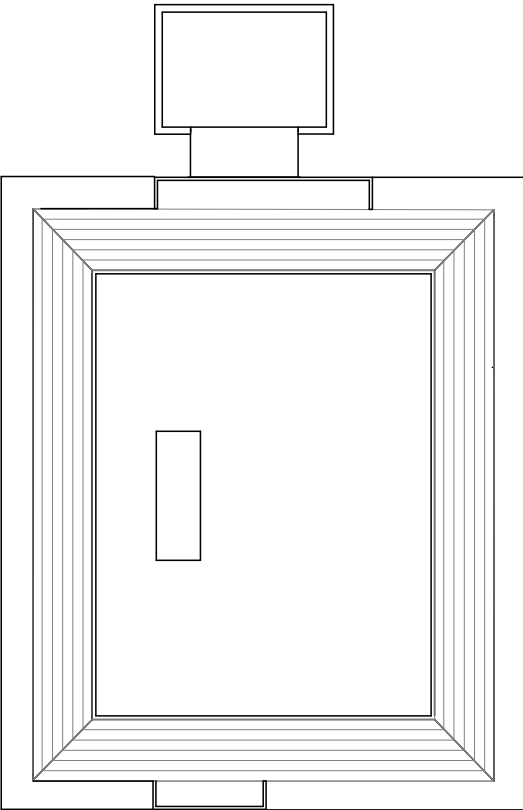
## CITY OF SHEBOYGAN / MEAD PUBLIC LIBRARY 710 NORTH 8TH ST, SHEBOYGAN, WI 2025 - ROOF REPLACEMENT / RESTORATION PROJECT

### SHEET INDEX

- R1.0 COVER SHEET - MAIN BUILDING - OVERVIEW
- R1.1 ROOF PLAN - UPPER ROOF AREAS: #1, #3, #4, #7
- R1.2 ROOF PLAN - LOWER ROOF AREAS: #2, #6, #8, #9
  
- R2.0 ROOF DETAILS - MODIFIED BITUMEN PERIMETER DETAILS
- R2.1 ROOF DETAILS - MODIFIED BITUMEN PROJECTION DETAILS

### 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 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.



### SITE PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

REVISIONS	No.	DATE	BY

Item 8.

NOTES:



R1.0

REVISIONS	No.	DATE	BY
<b>Item 8.</b>			

**NOTES:**

**SQUARE FOOTAGES:**








ROOF #1: 11,875 SQ FT  
 ROOF #3: 480 SQ FT  
 ROOF #7: 9,158 SQ FT

NOTE: #5 IS NOT INCLUDED

**ADDITIONAL CONSTRUCTION NOTES:**

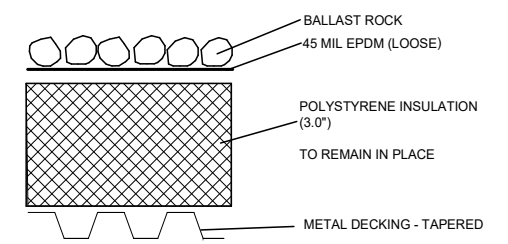
- 1) PIPE CHASE COVER TO BE REPLACED NEAR COOLING TOWER
- 2) HATCH RAILING / GATE TO BE PROVIDED AND INSTALLED
- 3) RAISED ELEVATOR PH ROOF TO BE REPLACED WITH NEW MB ROOF AS SPECIFIED AND METAL WALL PANELS TO BE INSTALLED WITH NEW ROOF FASCIA COVERING THE PANELS
- 4) AIR HANDLER ROOF TO BE WASHED AND COATED WITH POLYURETHANE COATING SYSTEM

**LEGEND:**

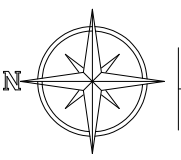
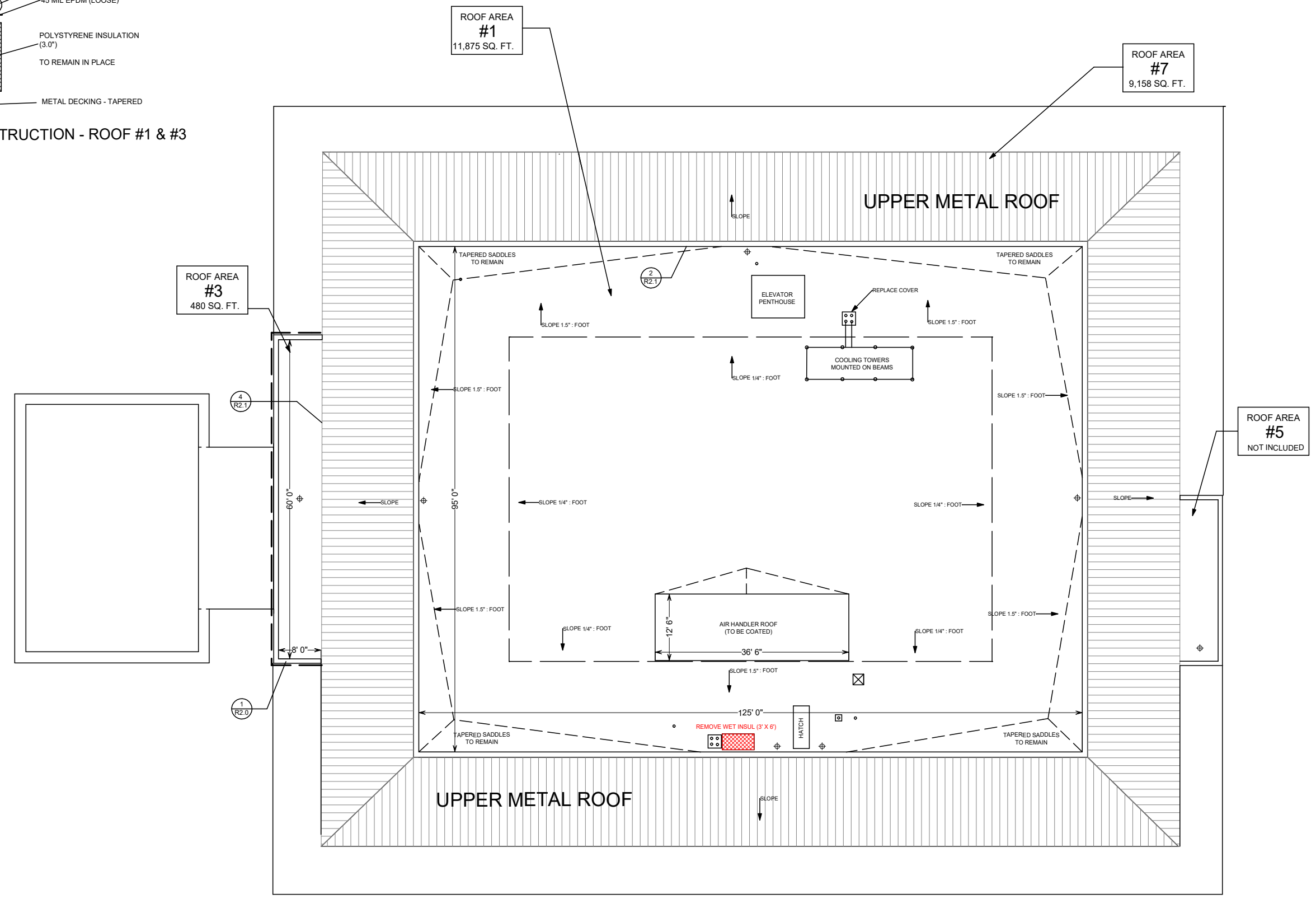
-  DRAIN ASSEMBLY
-  SCUPPER ASSEMBLY
-  CURBED RTU
-  SURFACE REST EQUIP
-  PIPE PENETRATION
-  ACCESS HATCH
-  PARAPET MOUNTED SAFETY RAILING 82 LIN FT

**TREMCO**  
 CONSTRUCTION PRODUCTS GROUP  
 920-450-5852

CUSTOMER: CITY OF SHEBOYGAN	
BUILDING: MEAD PUBLIC LIBRARY	
LOCATION: 710 NORTH 8TH ST, SHEBOYGAN, WI	
DRAWN BY: EK	DATE DRAW: 09/10/2024
APPROVED: EK	124 1



**EXISTING CONSTRUCTION - ROOF #1 & #3**  
 SCALE: NTS



**ROOF PLAN - UPPER ELEVATION ROOFS**

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR



REVISIONS	No.	DATE	BY

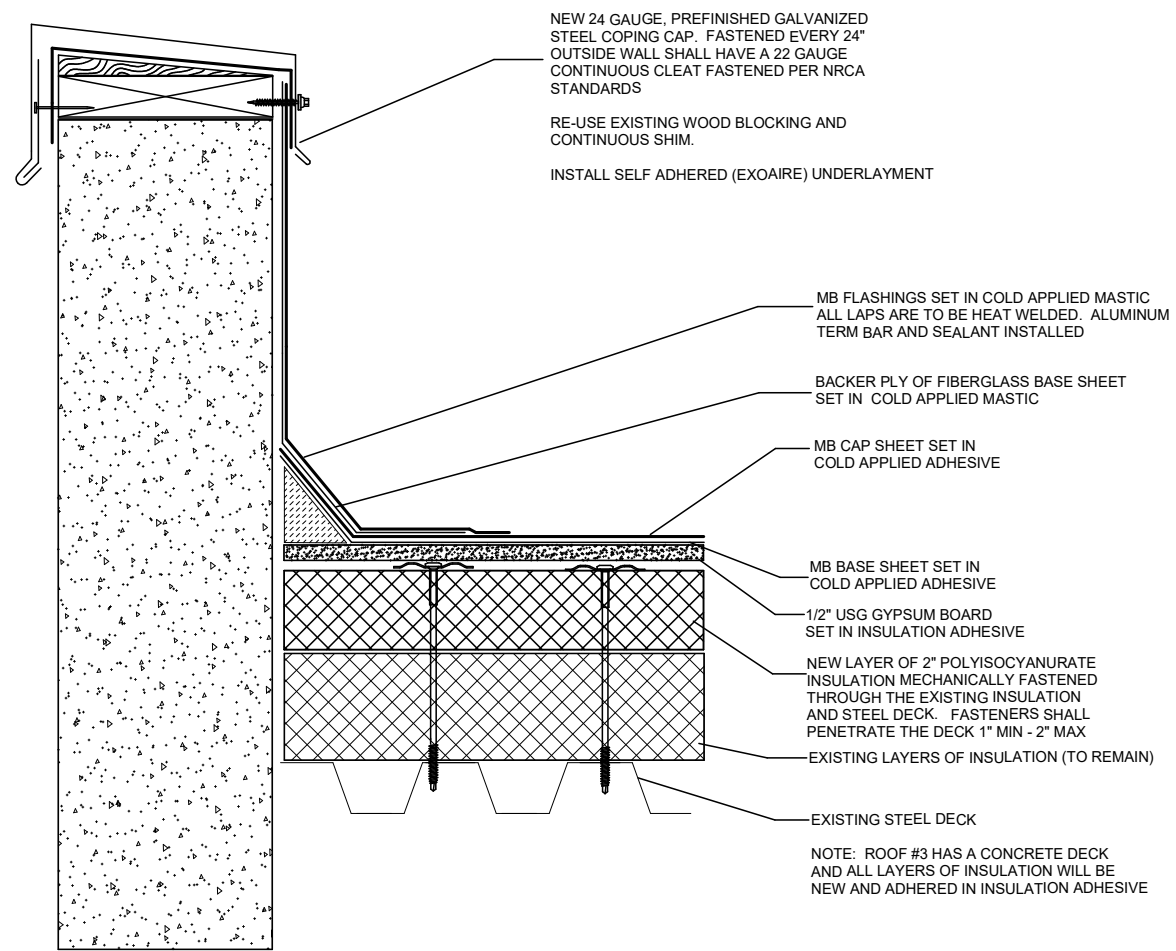
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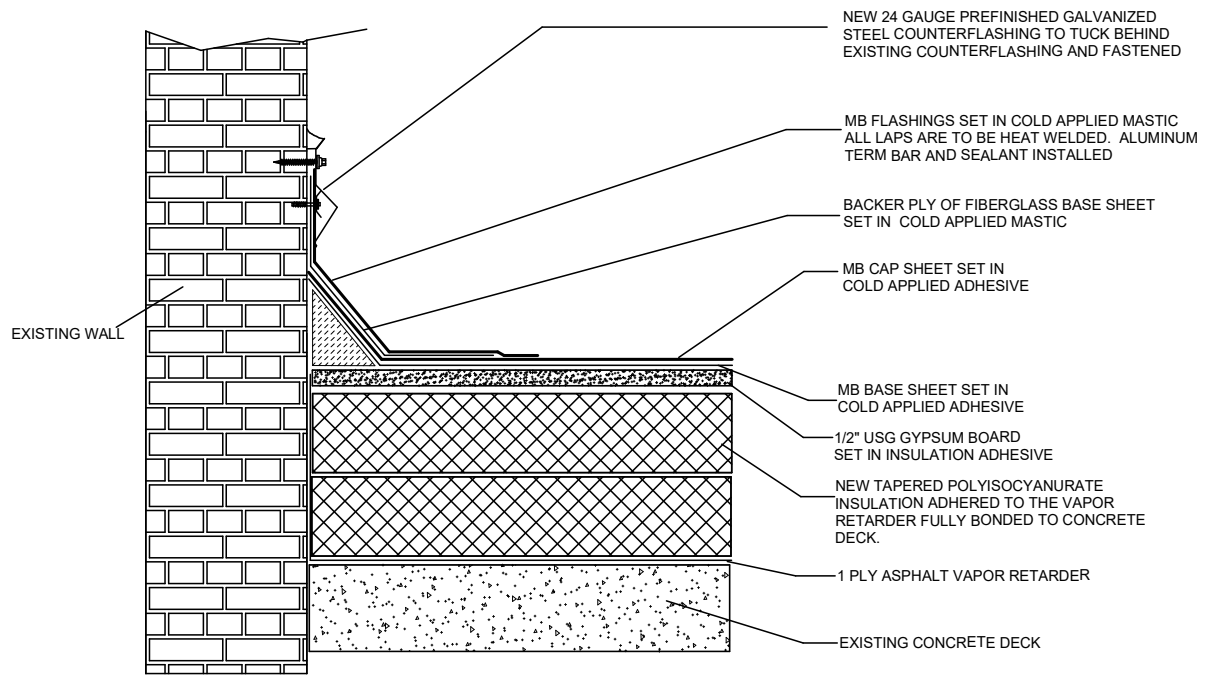
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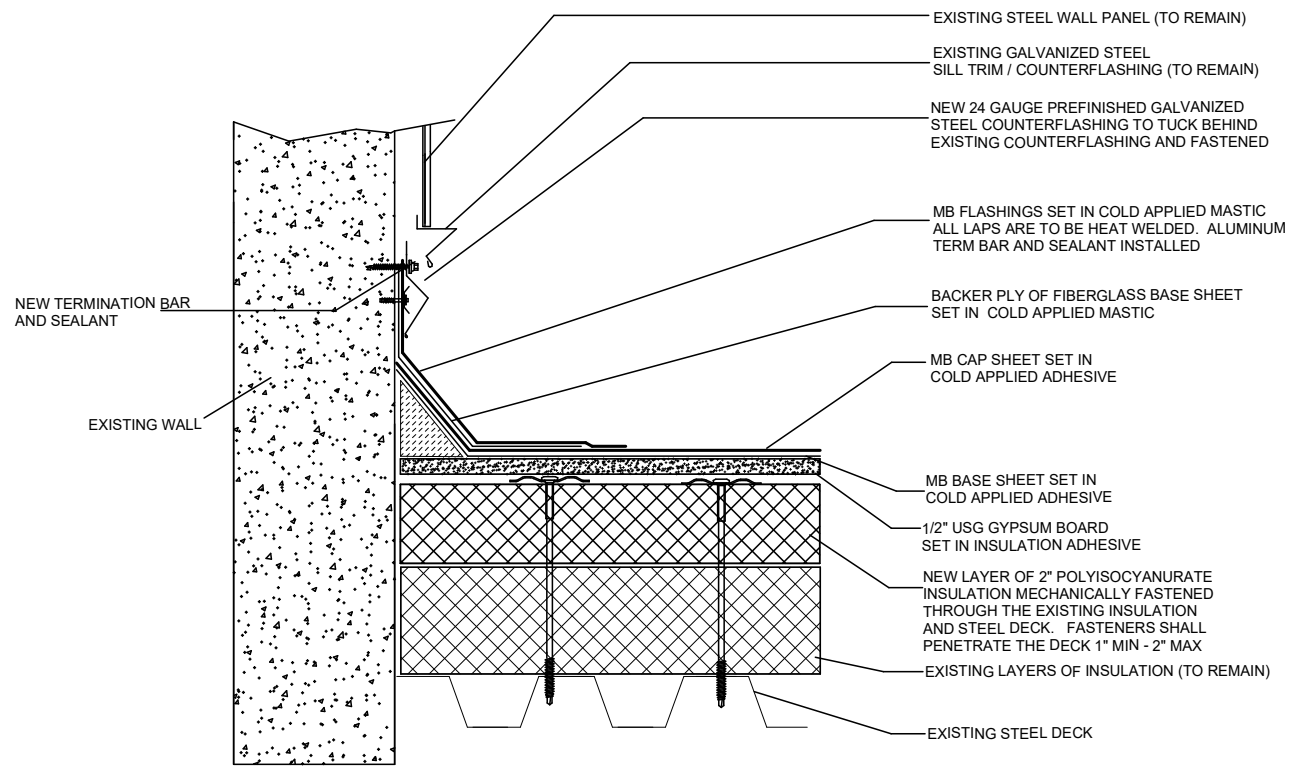
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BUILDING: MEAD PUBLIC LIBRARY - CONSTRUCTION DETAILS	
LOCATION: SHEBOYGAN, WI	
DRAWN BY EK	DATE DRAWN 06/10/2024
APPROVED EK	126 R2.0



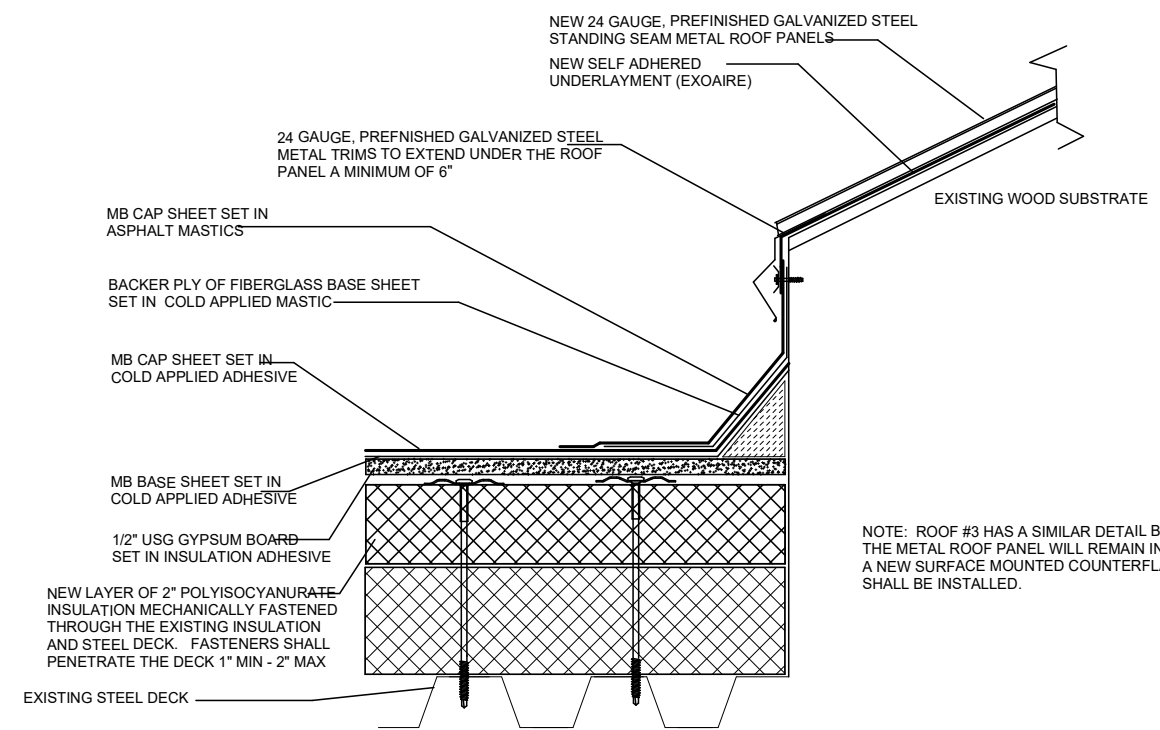
**#1** FABRICATED PARAPET DETAIL - COPING CAP  
SCALE: NTS



**#3** BRICK WALL - BASE FLASHING DETAIL  
SCALE: NTS



**#2** METAL WALL PANEL / FLASHING DETAIL  
SCALE: NTS

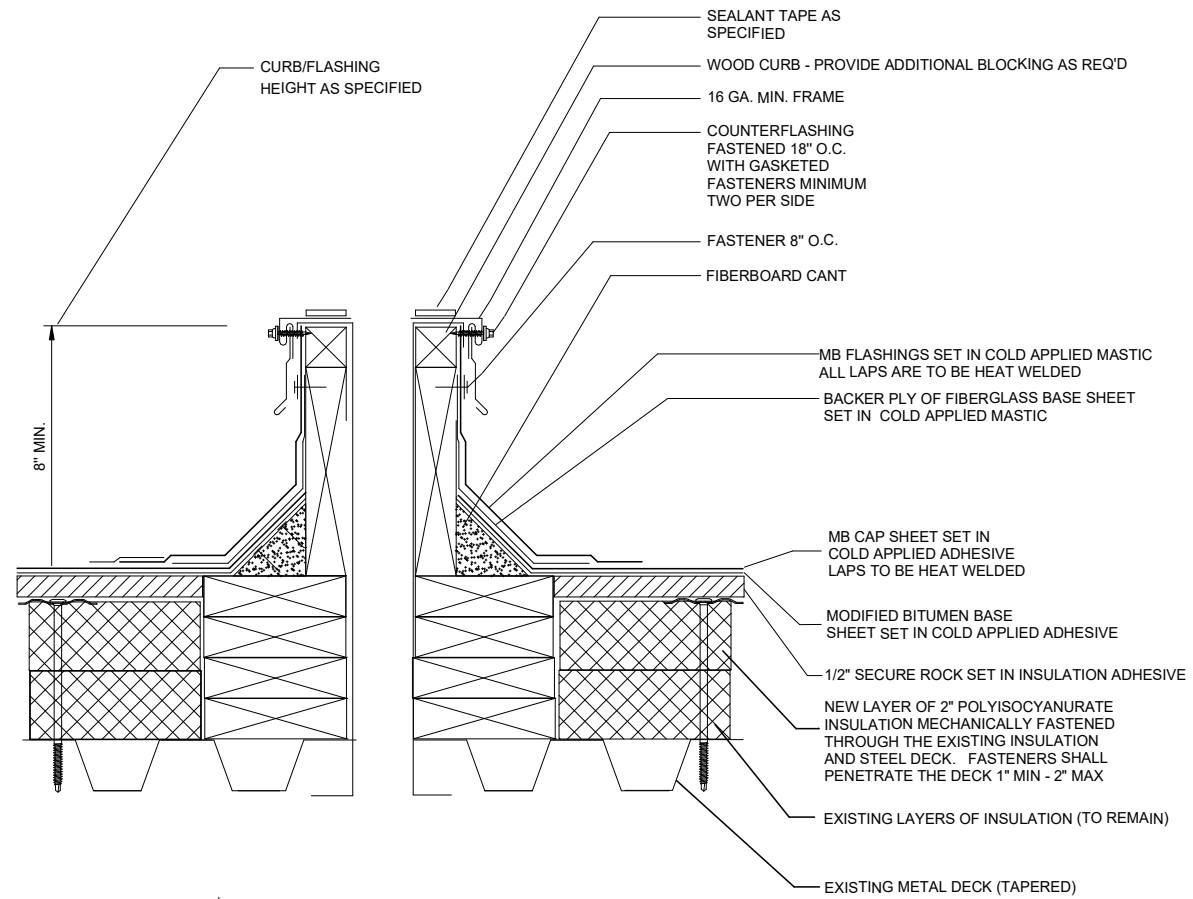


**#4** NEW METAL ROOF PANEL / FLASHING TRANSITION  
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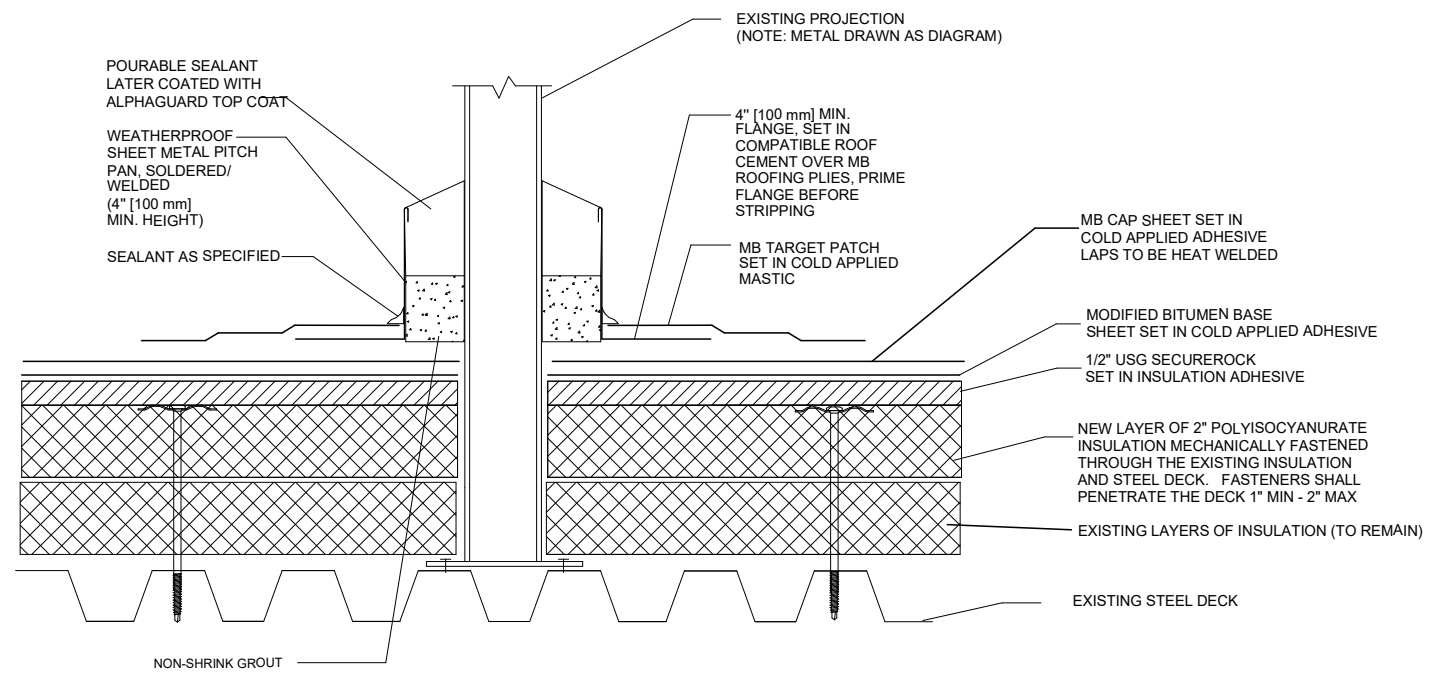
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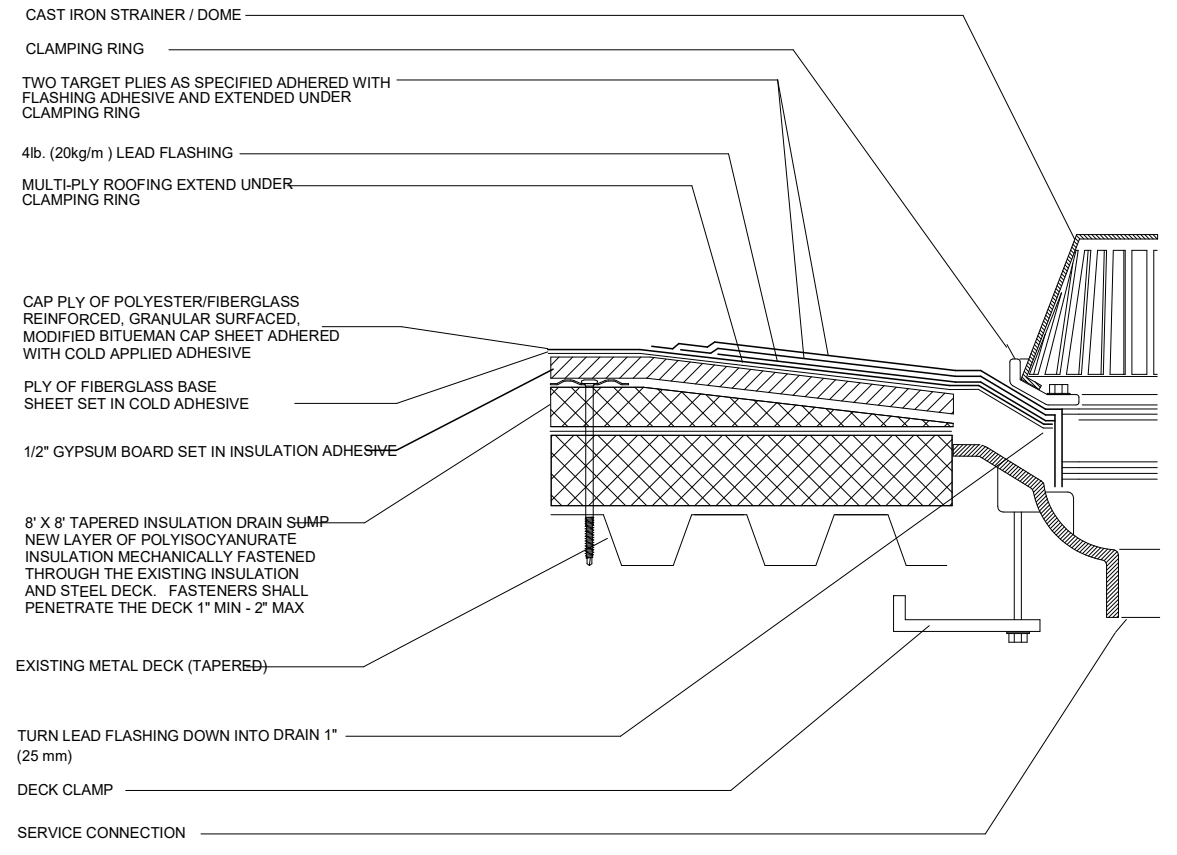
NOTES:



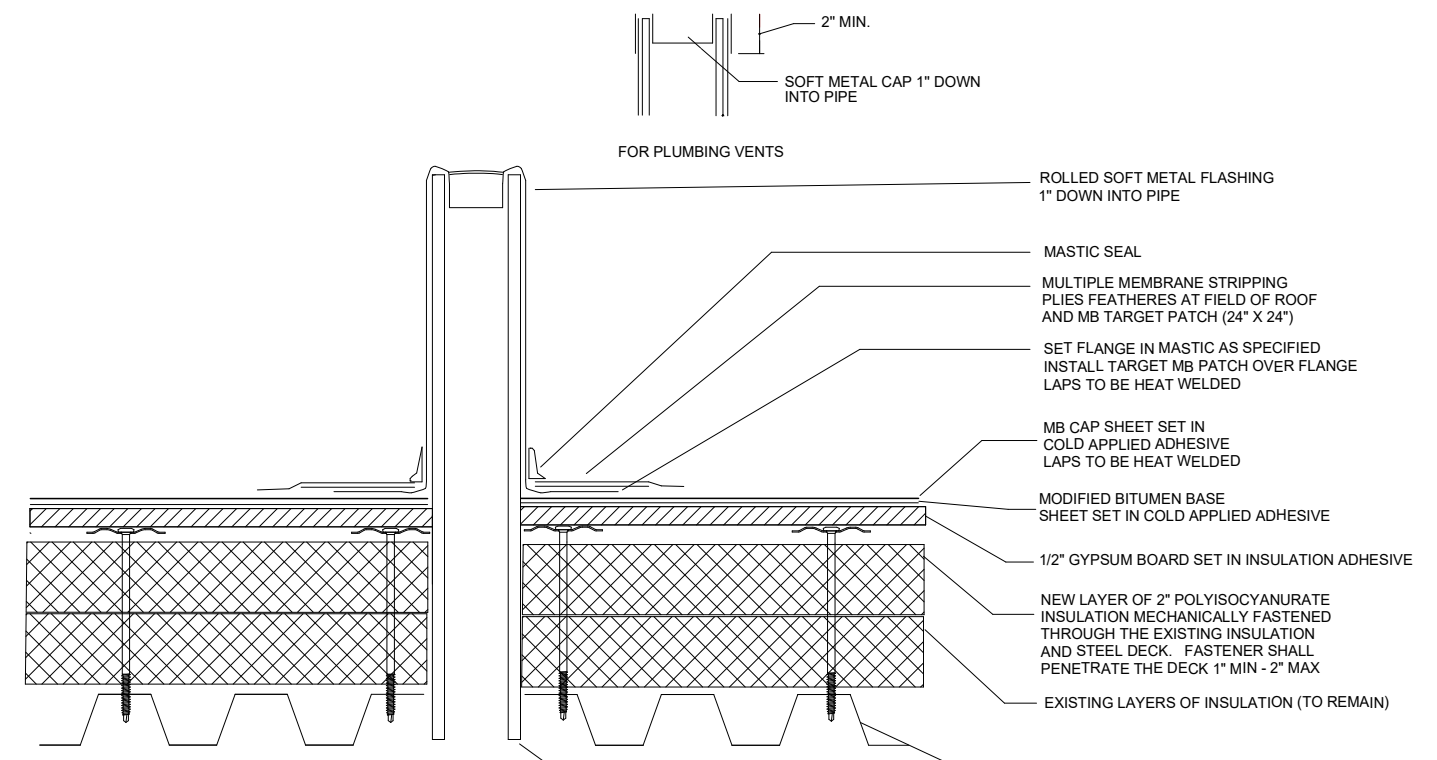
#1 CURB EQUIPMENT FLASHING DETAIL  
SCALE: NTS



#2 (PP) PITCH POCKET DETAIL  
SCALE: NTS



#3 DRAIN DETAIL  
SCALE: NTS



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.

#4 VENT STACK DETAIL  
SCALE: NTS

LEGEND:



CUSTOMER:		CITY OF SHEBOYGAN
BUILDING:		MEAD PUBLIC LIBRARY - CONSTRUCTION DETAILS
LOCATION:		710 NORTH 8TH STREET, SHEBOYGAN
DRAWN BY	DATE DRAWN	127 R2.1
EK	09/10/2024	
APPROVED	EK	

# EXHIBIT 3

**Form A: Signature and Non-Collusion Affidavit**

**RFB: Mead Public Library Roof Replacement / Restoration Project**


\*\*\*\*\*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

11/14/24  
DATE

Jason Kaschak  
PRINT NAME OF PERSON SIGNING




**Form B: Receipt of Forms and Submittal Checklist**  
**RFB: Mead Public Library Roof Replacement / Restoration Project**

\*\*\*\*\*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
Appendix A: Standard Terms and Conditions	JK
Appendix B: Federal Terms and Conditions	JK
Appendix C:	JK
Bid Bond (5% of Contract Total)	JK

Kaschak Roofing, Inc.  
COMPANY NAME

  
SIGNATURE

**Form C: Vendor Profile**

**RFB: Mead Public Library Roof Replacement and Restoration Project**

**COMPANY INFORMATION**

\*\*\*\*This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) <b>Kaschak Roofing, Inc.</b>			
FEIN <b>80-0790210</b>	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.) <b>Nick Crego</b>	TITLE <b>Project Manager</b>		
TELEPHONE NUMBER <b>414-916-4541</b>	FAX NUMBER		
EMAIL <b>Nick@kaschakroofing.com</b>			
ADDRESS <b>1301 W. Purdue St.</b>	COUNTY <b>Milwaukee</b>	STATE <b>WI</b>	ZIP <b>53209</b>

**ORDERS/BILLING CONTACT**

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

CONTACT NAME- <b>Cassie Oden</b>	TITLE <b>Controller</b>		
TELEPHONE NUMBER <b>414-768-1689</b>	FAX NUMBER		
EMAIL <b>admin@kaschakroofing.com</b>			
ADDRESS <b>1301 W Purdue St.</b>	COUNTY <b>Milwaukee</b>	STATE <b>WI</b>	ZIP <b>53209</b>

THIS BID FORM MUST BE COMPLETED AND RETURNED

**Form D: Cost Proposal**

**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*\*This form must be returned with your response.

We propose to provide one Integrated System as specified herein to the City of Sheboygan as follows:

\$ 668,750.00

Six hundred SIXTY-eight Thousand Seven Hundred FIFTY Dollars and 0 Cents

We Acknowledge Receipt of the following Addenda

#1 DATED Nov 8th

#2 DATED \_\_\_\_\_

#3 DATED \_\_\_\_\_

Time and Materials Rates: For unforeseen items or items outside the scope of work (See Section 012100)

Hourly Rate: \$ 85 % Markup of Materials 10%

Further, based upon current lead times and production schedules in effect at the time of this writing we would

Anticipate commencement of project activities to begin within 8 WEEKS following execution of the contract between the parties.

Kaschak Roofing, Inc.  
COMPANY NAME

SIGNATURE [Signature] DATE 11/14/24

**Form E: References**

**RFB: Mead Public Library Roof Replacement and Restoration Project**

\*\*\*\*This form must be returned with your response.

REFERENCE #1 - CLIENT INFORMATION			
COMPANY NAME <b>Industrial Roofing Service</b>		CONTACT NAME <b>Dave Angrove</b>	
ADDRESS <b>13000 W. Silver Spring Dr.</b>	COUNTY <b>Butler</b>	STATE <b>WI</b>	ZIP <b>53007</b>
TELEPHONE NUMBER <b>262-432-0900</b>	FAX NUMBER		
EMAIL <b>DaveA@IRSroof.com</b>			
Manufacturer & Model		Delivery date	
Notes			

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

REFERENCE #3 - CLIENT INFORMATION			
COMPANY NAME <b>STR-SEG</b>		CONTACT NAME <b>Bruce Flater</b>	
ADDRESS <b>W7068 Manitowoc Rd</b>	COUNTY <b>Menasha</b>	STATE <b>WI</b>	ZIP <b>54952</b>
TELEPHONE NUMBER <b>920-209-3571</b>	FAX NUMBER		
EMAIL <b>bflater@str-seg.com</b>			
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 AVE  
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)*  
**Mead Public Library Roof Replacement Project**  
710 N. 8th St  
Sheboygan, WI

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 15th day of November, 2024

  
\_\_\_\_\_  
*(Witness)*

**KASCHAK ROOFING, INC.** *No Seal*  
\_\_\_\_\_  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Witness)*

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

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

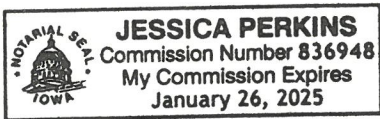
Init. AIA Document A310TM-2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

051110

ACKNOWLEDGMENT OF SURETY

State of Iowa)  
County of Polk)

On this 15<sup>th</sup> day of November, 2024, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

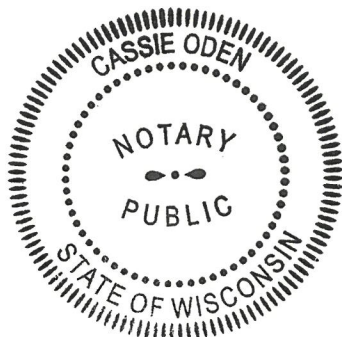


Jessica Perkins  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI  
County of Milwaukee)

On this 15<sup>th</sup> day of November, 2024, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in OSHTON, 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 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

State of Illinois
County of Cook

SS

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

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 15th day of November, 20 24.

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

## Exclusion Search Results 0 Total Results

**Filter by:**

Keyword (ALL)	Location	Status
"KASCHAK ROOFING"	City: Milwaukee-WI	Active



**CITY OF SHEBOYGAN  
RESOLUTION 133-24-25  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**DECEMBER 10, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Visu-Sewer for the sewer lining at various locations within the City.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Sewer Lining (the “Project”); and

WHEREAS, the lowest bid of the \$481,779.50 received was from Visu-Sewer; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That appropriate City officials are hereby authorized to enter into the attached agreement with Visu-Sewer for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts, upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Acct. No. 400300-641200 (Capital Project Fund – Street Improvements)	\$127,331.00
Acct. No. 630310-659200 (Wastewater – Equipment Replacement)	\$354,448.50

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	1 of 7

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and  
Visu-Sewer (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2024 Sewer Lining – Various Locations.***

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.  
3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 1, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.


4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	2 of 7

adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.


2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	3 of 7

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


### 6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2497-24	Page:	4 of 7

- b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated 11/14/2024,
  - b. Number 2 dated 11/21/2024.
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 2 pages.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: 2497-24	Page: 5 of 7


5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
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furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

<b>PROJECT MANU</b>			
	<b>Engineering Division</b> 2026 New Jersey Ave Sheboygan, WI 53081	<b>Document Title:</b>	Agreement
		<b>Section:</b>	00 52 00
		<b>Bid Number:</b>	2497-24

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

**OWNER:**  
(Signatures authorized pursuant to Res. \_\_\_\_-24-25)

**CONTRACTOR:**

City of Sheboygan

Visu-Sewer

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name, Title: Ryan Sorenson, Mayor

Name, Title: \_\_\_\_\_ (printed)

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

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

Attest:

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

By: \_\_\_\_\_  
(signature)

Address for giving notices:

Name, Title: Meredith DeBruin, City Clerk

\_\_\_\_\_  
\_\_\_\_\_

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

Address for giving notices:  
City of Sheboygan - Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Approved by: \_\_\_\_\_  
(signature)

Name, Title: Evan Grossen, Deputy Finance Director/Comptroller


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

Approved as to form and Execution by: \_\_\_\_\_  
(signature)

Name, Title: Charles C. Adams, City Attorney

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



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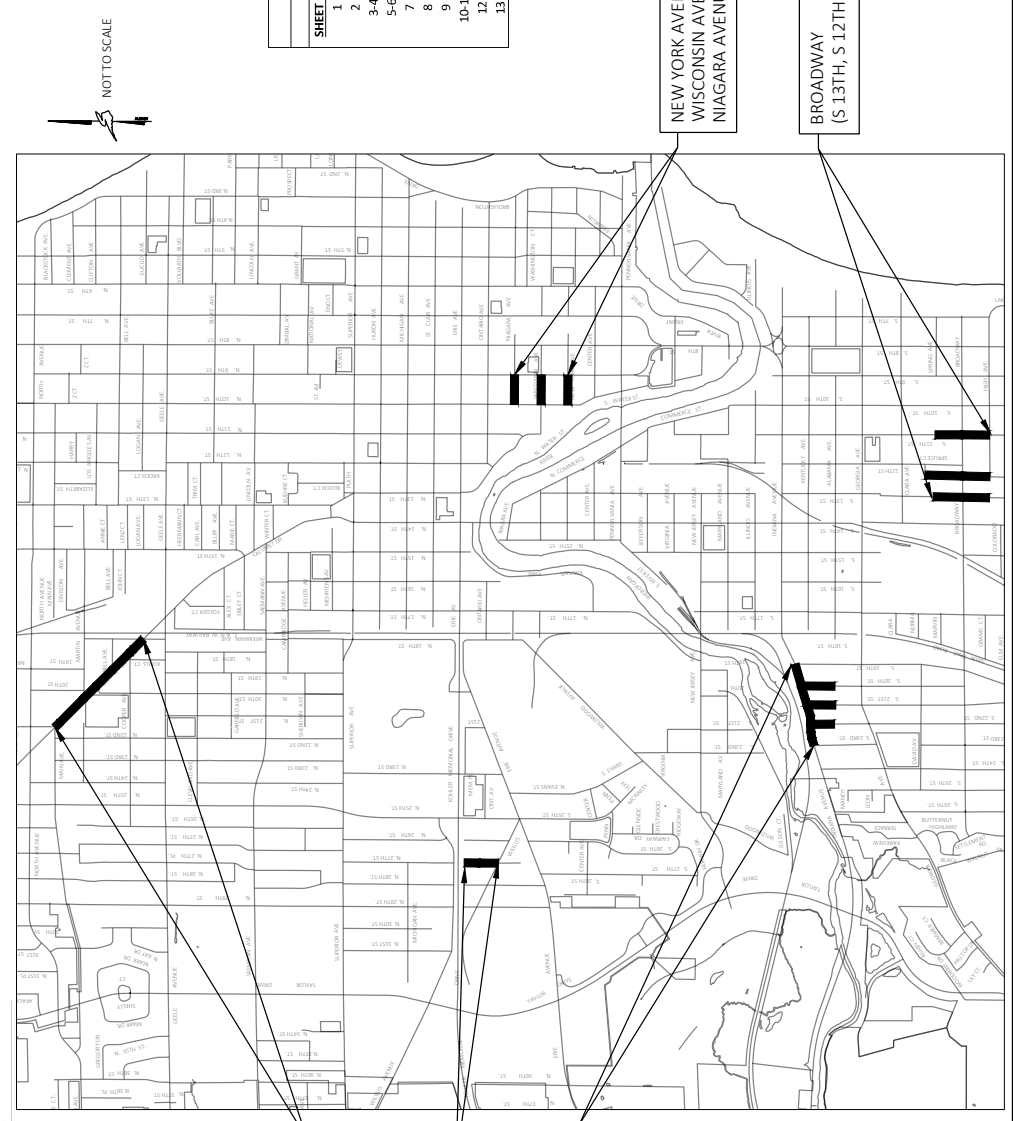
### 2024 Sewer Lining – Various Locations

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>33 00 00</b>	<b>UTILITIES</b>	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	7

BID NUMBER: 2497-24

# CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

2024 SEWER LINING  
VARIOUS LOCATIONS  
NOVEMBER 2024



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	000 CV TITLE SHEET
2	001 GN GENERAL NOTES
3-4	SL IND L-2 SEWER LINING - INDIANA AVENUE
5-6	SL BRO L-2 SEWER LINING - BROADWAY
7	SL NY-1 SEWER LINING - NEW YORK AVENUE
8	SL WIS-1 SEWER LINING - WISCONSIN AVENUE
9	SL NIA-1 SEWER LINING - NIAGARA AVENUE
10-11	SL CAL-1-2 SEWER LINING - CALUMET DRIVE
12	SL 27TH-1 SEWER LINING - N 27TH STREET
13	700 MQ-1 MISCELLANEOUS QUANTITIES

2024 SEWER LINING  
VARIOUS LOCATIONS  
TITLE SHEET

**CITY OF SHEBOYGAN  
PUBLIC WORKS**  
City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Designed By: Kevin Lumpf, PE - City Engineer  
Drawn By: TMM  
Checked By: KEJ  
Plot Date: 10/22/2024  
Bid No.: 2497-24  
Project Date: NOVEMBER 2024  
Sheet No.: 1  
Drawing No.: 000 CV-1

Item 9.

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2024 Sewer Lining (#9397240)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 12/03/2024 10:00 AM CST

							Visu-Sewer	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
	1	1	Mobilization	LS	1	\$35,000.00	\$35,000.00	
	2	2	Sanitary Sewer Lining - 8-inch	LF	455	\$31.00	\$14,105.00	
	3	3	Sanitary Sewer Lining - 10-inch	LF	1290	\$43.00	\$55,470.00	
	4	4	Sanitary Sewer Lining - 12-inch	LF	835	\$71.00	\$59,285.00	
	5	5	Sanitary Sewer Lining - 15-inch	LF	735	\$81.50	\$59,902.50	
	6	6	Sanitary Sewer Lining - 18-inch	LF	410	\$105.00	\$43,050.00	
	7	7	Sanitary Sewer Lining - 24-inch	LF	654	\$134.00	\$87,636.00	
	8	8	Storm Sewer Lining - 8-inch	LF	435	\$31.00	\$13,485.00	
	9	9	Storm Sewer Lining - 10-inch	LF	1374	\$43.00	\$59,082.00	
	10	10	Storm Sewer Lining - 12-inch	LF	514	\$71.00	\$36,494.00	
	11	11	Storm Sewer Lining - 18-inch	LF	174	\$105.00	\$18,270.00	
<b>Base Bid Total:</b>							<b>\$481,779.50</b>	