

CITY OF WAUPUN

Waupun, Wisconsin

DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

**REBID - City Hall – Reroof Existing Ballasted Roofs with EPDM Adhered Roof System
(Roof Areas: East, West and North)
201 E Main St.**

Sealed bids will be received by the City of Waupun for re-roofing City Hall, located at 201 E. Main St., Waupun, Wisconsin until 11:00 am, August 6, 2024 in the office of the Clerk Treasurer, 201 E. Main St., Waupun, Wisconsin. Bids will be publicly opened and read aloud at 11:00 am.

Any questions concerning this bid document should be directed to Mr. Jeff Daane, Director of Public Works at (920) 324-7918.

A Bid Bond, Certified Check or Money Order payable to the Owner in the amount of not less than five percent (5%) of the total Base Bid shall accompany each bid as a guarantee that if this bid is accepted, the Bidder will execute and file the proper contract. Also, a one hundred percent (100%) Performance, Labor and Material Payment Bond will be required at a cost to the Contractor to insure that the successful bidder will execute such contract.

The project schedule is as follows: Finish (substantial completion) on or before November 22, 2024. Upon starting, continuous progress shall be made thru completion.

There will be a mandatory pre-bid conference held at the City of Waupun, City Hall, 201 E. Main St., Common Council Chambers, Waupun, Wisconsin at 11:00 am. on July 30, 2024. The purpose of the pre-bid will be to guide everyone through the bidding instructions. The meeting is mandatory; if not their bids will not be accepted. The City of Waupun has the right to except or reject any or all bids.

(Publish on July 16 and July 23, 2024)

BID FORM

BID TO

City of Waupun
Department of Public Works
201 E. Main St.
Waupun, WI 53963

BID BY

Bidder _____

Address _____

City _____ State _____ Zip _____

Mailing Address (if different from above)

City _____ State _____ Zip _____

Telephone () _____ Fax () _____ email _____

State the correct and full name of business, and provide the above information completely.

BID FOR

REBID - 2024 – City Hall – Reroof Existing Ballasted Roofs with EPDM Adhered Roof System (Roof Areas: East, West and North)

The Bidder acknowledges that he has reviewed and fully understands the Bid Documents.

The Bidder acknowledges receipt of the following Addenda, #1, #2, #3, #4, #5, and has incorporated the Addenda into the Bid Documents.

The Bidder agrees to perform the Work of this Contract in accordance with the Bid Documents, and to accept full compensation therefore in the amount of this Bid.

The Bidder agrees that this Bid may not be modified or withdrawn for a period of 45 calendar days after the date designated for receipt of Bids.

The Bidder agrees to, if notified of the acceptance of this Bid by the Owner, enter into a Contract with the Owner on the Terms stated in the Bid and the Contract Documents.

The Bidder agrees to commence and complete the Work in accordance with the Project Schedule, after execution of the Contract or receipt of written notice.

BASE BID FOR CITY HALL – REROOF EXISTING BALLASTED ROOFS

TOTAL COST: _____

_____ (Dollars (\$_____))

Roof System Manufacturer’s Name: _____

GENERAL REQUIREMENTS

The Bidder agrees that if notified of the acceptance of this Bid, he will submit the following information to the Owner:

- 1. A Certificate of Insurance depicting the coverage and condition required by the Contract.
- 2. A list of all subcontractors, if applicable, with a description of the Work to be performed on the Project by all subcontractors.

The Bidder acknowledges receipt of the Asbestos Report dated December 29, 2023. (included with the bidding documents)

The Owner reserves the right to reject any or all Bids without explanation, to waive irregularities, and to accept a Bid, which in the Owner’s sole judgment, is in the Owners best interests.

Respectfully submitted,

Bidder _____

Signature _____ Printed Name _____

Title _____

Date _____

END OF DOCUMENT

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that _____

_____ Of _____

as Principal, and the _____

a _____ corporation, as Surety, as held and firmly bound unto

the City of Waupun, a Wisconsin Municipality, as obligee, in the full and just sum of

_____ Dollars

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal:

NOW, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts excess of the former, in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered _____, 20_____

Witness as to Principal:

_____(Seal)
(For: Principal)

_____(Seal)
(For: Surety)

PUBLIC IMPROVEMENT
PERFORMANCE/LABOR AND MATERIAL PAYMENT BOND
THIS BOND IS TO BE USED ON PUBLIC IMPROVEMENT CONTRACTS PURSUANT
TO SECTION 779.14 WISCONSIN STATUTES.

KNOW ALL MEN BY THESE PRESENTS: that _____

as Principal, hereinafter called the Principal, and, _____

duly authorized and licensed to do business in the State of Wisconsin, as Surety, hereinafter called Surety, are held and firmly bound unto THE CITY OF WAUPUN, A WISCONSIN MUNICIPALITY,

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the amount of

_____ Dollars (\$_____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20__ entered into a contract with Owner for

in accordance with drawings and specifications prepared by CITY OF WAUPUN, DEPARTMENT OF PUBLIC WORKS

which contract is by reference made a part hereof and is required by Section 779.14, Wisconsin Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making of public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond.
2. Not later than one year after the completion of the work under Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this ___ day _____ of , 20___

IN THE PRESENCE OF:

Principal

Witness

By: _____
Title

Surety

Witness

By: _____
Attorney-in-Fact

CONTRACT FORM

This contract, entered into this _____ day of _____, 20____ by the City of Waupun, a Wisconsin Municipality, hereinafter called the Owner, and

(Name of Corporation) (Partnership) (Individual)

a **CORPORATION** organized and existing under the laws of the State of _____,

a **PARTNERSHIP** consisting of _____

_____ an **INDIVIDUAL** trading as _____

of the City of _____, State of _____

hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT AND PAYMENT FOR WORK:

The Contractor shall furnish all labor and materials, and perform all work required for this contract for the consideration of prices submitted on: Bid Form

to be paid by the Owner to the Contractor in strict accordance with this Contract, the Proposal as accepted, Notice and Instruction to Bidders, General and Special Provisions, Specifications and Plans as prepared by the Director of Public Works, all of which are made a part hereof and designated as follows:

CONTRACT FORM (Continued)

In witness whereof the parties hereto have executed this Agreement as of the day and year first above written:

Contractor

(Corporation Seal) (Partnership)
(Individual)

Two Witnesses:

Street & Address

City & State

Title

THE CITY OF WAUPUN,
A WISCONSIN MUNICIPALITY

By:

Mayor

City Clerk-Treasurer

CORPORATE CERTIFICATE

I, _____ certify that I am the
_____ of the Corporation named as the

Contractor herein:

that _____, who signed this contract on the behalf of the Contractor, was then _____ of said corporation, and that such contract was duly signed for and in behalf of said corporation by authority of its governing body.

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

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1. INSURANCE:

INSURANCE REQUIREMENTS

CONTRACTOR’S INSURANCE WITH BOND REQUIREMENTS

(Excluding Builders Risk Insurance Requirements)

The Contractor shall not commence work on contract 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 Waupun.

It is hereby agreed and understood that the insurance required by the City of Waupun is primary and non-contributing coverage and that any insurance or self insurance maintained by the City of Waupun, 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 INSURANCE

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

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

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

2. BUSINESS AUTOMOBILE COVERAGE

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

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

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

4. UMBRELLA LIABILITY providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Waupun. 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. INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT OR PROPERTY - The contractor is responsible for loss and coverage for these exposures. City of Waupun 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 sub-contractor of any tier.

8. 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

9. 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 Waupun
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work - City of Waupun, 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 Waupun, 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 Waupun and satisfied by the contractor.
 - F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Waupun a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
 - G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
 - H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
 - I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
 - I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Waupun, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

2. GENERAL

- A. All articles in these General Requirements are applicable to all Divisions and Sections of the Work included herein. The Conditions of the Contract, General and Supplementary General Conditions, and these General Requirements shall apply with equal force and effect to the Contractor and Subcontractor engaged in this Work.
- B. Sequence of operations or place of commencement may be determined by the Engineer as deemed to best serve the needs and convenience of the Owner, or as necessity of occasion requires.

- C. Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. The Owner's employees will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative of the Owner shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the Contractor's responsibility to assume all liability for any equipment or material delivered to the job site.

3. SPECIAL SITE CONDITIONS

- A. Confine all operations, equipment, apparatus, and storage of materials to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe, and comply with all rules and regulations in effect on the Project site, including, but not limited to parking and traffic regulations, use of walks, security restrictions and hours of allowable ingress and egress.
- B. Contractor shall become acquainted with the location of underground service, utilities, structures, etc., which may be encountered or be affected by the Contractor's work, and shall be responsible for any damage caused by neglect to provide proper precautions or protection.
- C. Existing pipes, electrical work, and all other utilities encountered, which may interfere with new Work, shall be rerouted, capped, cut off, or replaced by the trades having jurisdiction.
- D. The Contractor shall coordinate with the Police and Fire Department to arrange for parking areas for construction purposes. The Contractor shall only use the designated areas for parking and shall not interfere with other parking areas or traffic patterns.

4. INSPECTION OF SURFACES

- A. Contractor shall obtain complete data at the site and inspect surfaces that are to receive the Work before proceeding with fabricating, assembling, fitting, or erecting his work.
- B. Starting of the Work implies acceptance of the work of others. Removal and replacement of work applied to defective surfaces, in order to correct defects, shall be done at the expense of the Contractor who applied work to defective surfaces.

5. HAZARDOUS SUBSTANCES

- A. Contractor's attention is directed to the Occupational Safety and Health Administration (OSHA) regulations. This has been incorporated into the Wisconsin Administrative (Building) Code. Compliance with all possible applicable provisions is the Contractor's responsibility.

- B. Contractor shall perform all Work in accordance with State of Wisconsin Department of Health and Social Services, HSS 159.

6. MUTUAL RESPONSIBILITY

- A. The contractor shall coordinate the Work with adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material. In no case will any Contractor be permitted to exclude from the premises or Work, any other Contractor or employees thereof, or interfere with any Contractor in the executing and installation for the Work.
- B. Each trade shall perform its work in proper sequence in relation to that of other trades and as approved by the Engineer. Any cost caused by defective or ill-timed work shall be borne by the trade responsible therefore.
- C. The Contractor shall arrange the Work and dispose of materials so as not to interfere with the Work or storage of materials of others and each shall join their work to that of others in accordance with the intent of the Drawings and Specifications.
- D. All trades shall work in cooperation with the Contractor and with each other, and fit their work into the structure as job conditions may demand. All final decisions as to right-of-way and run or pipes and ducts, etc. shall be made by the Engineer or an authorized representative at prearranged meetings with responsible representatives for the trades involved.
- E. It shall be the responsibility of the Contractor to keep constant check on the progress of the Work so that each particular trade can insure proper preparation for installation of that trade's work and not cause delay in the progress of the Work. It shall further be the responsibility of the Contractor to periodically make inspections of Work in progress and to notify the Engineer when the Work is complete in compliance with the Specifications and Drawings.

7. PROJECT MEETINGS

- A. Project meetings will be held at the time designated by the Engineer. Contractor, when requested, shall attend project meetings. If the Principal of the firm does not attend meetings, a responsible representative of the Contractor who can bind the Contractor to a decision at the meetings shall attend.
- B. The Engineer, or a representative thereof, will write a report covering all items discussed and decisions reached, and distribute copies of the report to all parties involved.

8. CUTTING AND PATCHING

- A. The Contractor shall do all cutting or fitting of the Work as required to make its several parts fit together, or to receive the work of others, as shown or reasonably implied by the Specifications or Drawings, or as may be directed by the Engineer. Holes cut in exterior walls shall be waterproofed.
- B. The Contractor who cuts shall also be responsible for patching. Where cutting and patching is required, the Contractor shall hire individuals skilled in such work to do cutting and patching.
- C. Contractor shall not endanger any portion of the Work by cutting, digging, or otherwise and shall not cut or alter the work of others without their consent.
- D. Wherever any material, finish, or equipment is damaged, the repair or replacement shall be accomplished by the trade skilled in that particular work and the cost shall be charged to the party responsible for the damage.

9. MANUFACTURER'S DIRECTIONS

- A. The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment as recommended by the Manufacturer, unless specified to the contrary.
- B. Manufacturer's specifications, recommendations, instructions or other data referenced shall be construed as data contained in the Manufacturer's printed publications current as of the Bid date, except when a specific date is specified.
- C. For products or execution requirements, specified by reference to Manufacturer's data, comply with the requirements therein, except when more rigid requirements are specified or are required by applicable codes.

10. REFERENCES

- A. For products or execution requirements specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code.
- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.
- C. In the event of conflicting requirements between referenced standards and the Contract Documents, the Contract Documents shall govern.

11. LAYOUT

- A. The Contractor shall immediately upon entering the site for the purpose of beginning the Work, locate general reference points and take such action as is necessary to prevent their destruction. The Contractor shall layout the Work and be responsible for all lines, elevations, and measurements of the building and other work executed by the Contractor under the Contract. The Contractor must exercise proper precaution to verify figures on the Drawings before laying out the Work and will be held responsible for any error resulting from failure to exercise such precaution.
- B. The Contractor shall verify grades, lines, levels, locations, and dimensions as shown on the Drawings and report any errors or inconsistencies to the Engineer before commencing the Work. Starting of the Work by the Contractor shall imply acceptance of existing conditions.

12. SUPERVISION

- A. The Contractor shall take complete charge of the Work under his Contract and coordinate the Work of all trades on the Project.

13. STAIR AND SCAFFOLDS

- A. The Contractor shall furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways, and the like as required for proper execution of Work by all trades.

14. HOISTS

- A. The Contractor shall provide and maintain at least one material elevator or hoist, if necessary. It shall be built in accordance with State code requirements. The Contractor shall remove the material hoist(s) at such time as construction dictates.
- B. Hoists shall not interfere with or affect construction and shall be located at a proper distance from exterior walls. Protection shall be provided to prevent damage, staining, and marring of permanent work.
- C. No material hoist may be used to transport personnel unless it meets code requirements for personnel hoists.

15. FENCE

- A. No temporary fence(s) are required, except as necessary to meet applicable safety requirements.

16. TOILETS

- A. The Contractor shall provide toilet facilities for Contractor's use. Toilets used by workmen shall be kept clean and sanitary at all times.

17. TELEPHONE

- A. No separate project telephone is required. The Contractor shall make own arrangements for receiving telephone messages. Cost of all telephone calls shall be paid by party making same.

18. WATER SUPPLY

- A. Water for construction purposes is available through existing facilities, free of charge, at the site during normal working hours. The Contractor shall make arrangements with the Owner for the use of nearby facilities and shall comply with such requirements and restrictions for its use as may be prescribed. The Contractor shall provide all extensions from existing sources to Project Work area(s) as required to carry out the Work.

19. ELECTRICAL POWER

- A. Electric power for construction purposes (lighting, hand tools, etc.) is available from existing facilities free of charge at the site during normal working hours. The Contractor shall make arrangements with the Owner for use of such facilities and shall comply with such requirements and restrictions for their use as may be prescribed. The Contractor shall provide all extensions from existing sources to Project Work area(s) as required to carry out the Work. Any services in excess of those available at the site shall be arranged for by the Contractor at the Contractor's expense.

20. FIRE PROTECTION

- A. The Contractor shall provide and maintain in working order during the entire construction period fire extinguishers as required. Extinguishers shall be non-freeze type such as A-B-C rated dry chemical of not less than 10 pound capacity each. In addition, any Contractor who maintains an enclosed shed on the site shall provide and maintain in an accessible location, one or more similar non-freezing type fire extinguishers in each enclosed shed.

21. WATCHMEN

- A. Watchmen shall not be provided by the Owner. The Contractor will be held responsible for loss or injury to persons or property where the Contractor's work is involved and shall provide such watchmen and take such precautionary measures as may be deemed necessary to protect the Contractor's interests.

22. DELIVERY OF MATERIALS

- A. The Contractor shall give written notice to Engineer of delivery date required for each product, in accordance with the construction schedule.

- B. The Contractor shall receive and unload products at the Project site. The Contractor shall inspect products upon delivery to the Project site and record shortages, damaged or defective items on all copies of the delivery receipt.
- C. Copies of all delivery receipts shall be retained and promptly filed for future inspection by the Engineer.
- D. Handling of all products at the Project site, including uncrating and storage, shall be the responsibility of the Contractor.
- E. The Contractor shall be fully responsible for damaged or defective items received and for missing items unless recorded on the delivery receipt as prescribed herein.

23. STORAGE OF MATERIALS

- A. The Contractor shall confine equipment, apparatus, storage of materials, and operations to limits indicated by directions of the Engineer and shall not bring material onto the site until they are needed for the progress of the Work.
- B. The storage of materials on the grounds and within the building shall be in strict accordance with the instructions of the Owner. Storage of materials within the building shall at no time exceed the design carrying capacity of the structural system.
- C. All materials affected by moisture shall be stored on platforms and protected from the weather.
- D. Should it be necessary at any time to move material shed or storage platforms, the Contractor shall move same at the Contractor's expense, when directed by the Engineer.
- E. The Owner assumes no responsibility for materials stored in the building or on the site. The Contractor assumes full responsibility for damage due to the storing of materials.
- F. Repairing of areas used for placing of sheds, offices, and for storage of materials shall be done by the Contractor.

24. PROTECTION OF FINISHED CONSTRUCTION

- A. The Contractor shall assume the responsibility for the protection of all finished construction under the Contract and shall repair and restore any and all damage to finished Work to its original state.
- B. Wheeling of any loads over any type of floor or finished roof rehabilitation work, either with or without plank protection, will be permitted only in rubber tired wheelbarrows, buggies, trucks or dollies.

- C. Where structural concrete is the finished surface, care must be taken to avoid marking or damaging those surfaces.

25. PROTECTION IN GENERAL

- A. All structures and equipment shall be constructed, installed and operated with guards, controls and other devices in conformance with the Wisconsin Administrative Code, Chapter IND. 1, Safety.
- B. The Contractor shall:
 - i. Provide, erect, and maintain all required planking, barricades, guard rails, temporary walkways, etc. of sufficient size and strength necessary to protect stored materials and equipment; paved surfaces, walks, curbs, gutters and drives; streets adjacent to or within the Project area; adjoining property and the building as well as to prevent accidents to the public and the workmen on the job site.
 - ii. Notify the owners of corporate or private property if their property interferes with the Work so that arrangements for proper protection can be made.
 - iii. Provide protection against rain, snow, wind, ice, storms or heat so as to maintain all Work, materials, apparatus, and fixtures, incorporated in the Work or stored on the site, free from injury or damage. At the end of the day's work, cover all new Work likely to be damaged.
 - iv. Damaged property shall be repaired or replaced in order to return it to its original condition.
 - v. Protect materials, work and equipment not normally covered by above protection, until construction proceeds to a point where the general building protection of the area where located, dispenses with the necessity therefore.
 - vi. Take any and all necessary precautions to protect the Owner's property as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electrical conduit or cable, etc., from any and all damage which may result due to work on this Project.
 - vii. Repair work outside of property line in accordance with the requirements of the authority having jurisdiction.
 - viii. Repair any work, damaged by failure to provide proper and adequate protection, to its original state to the satisfaction of the Owner or remove and replace with new work at the Contractor's expense.

26. CLEANING

- A. The Contractor shall be responsible for all cleaning required within the technical sections of the Specifications governing Work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs, and all other areas of the premises free of rubbish, debris and scrap which may be caused by the Contractor's operations or that of the Subcontractors.
 - i. Remove rubbish, debris, and scrap promptly upon its accumulation and in no event later than the end of each day. Areas at grade, to include all parking areas and drive access, must be walked with magnet as required daily.
 - ii. Combustible waste shall be removed immediately or stored in fire resistive containers until disposed of in an approved manner.
 - iii. No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening or dropped from any great height; it shall be conducted to the ground to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
 - iv. Scrap lumber shall be removed from the premises.
 - v. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface, shall be cleaned up immediately.
- B. Broken, scratched or otherwise damaged glass shall be replaced by the Contractor.
- C. In addition to the above, the Contractor shall be responsible for the general "broom" cleaning of the premises and for expediting all of the cleaning, and washing. The Contractor shall also perform "final" cleaning of all exposed surfaces to remove all foreign matter, spots, soil, construction dust, etc. so as to put the Project in a complete and finished condition ready for acceptance and use intended.
- D. If rubbish and debris is not removed, or surfaces cleaned as specified above, the Owner reserves the right to have said work done by others and the related cost(s) will be deducted from the monies due the Contractor.

27. GUARANTEE DOCUMENTS

- A. Upon "Substantial Completion" of the Project, Contractor shall submit such written guarantees to the Engineer for presentation to the Owner. Furnish guarantees in triplicate unless otherwise indicated.

28. NORMAL WORKING HOURS

A. Building hours of operation are as follows:

Monday - Thursday 7:00 A.M. – 4:00 P.M.

Friday 7:00 AM – 11:00 AM

Weekends CLOSED

B. Access to buildings will be limited to normal working hours. Work performed outside normal working hours shall be approved in advance by the Owner and Engineer. No access to buildings beyond normal working hours will be allowed.

29. TOBACCO/ALCOHOL USE PROHIBITED

A. Tobacco use on the property shall be prohibited.

B. Alcohol use on the property shall be prohibited.

30. SCOPE OF WORK – All work to be done in accordance with current **OSHA FALL PROTECTION STANDARDS**

A. Remove existing roofing system to structural deck. Remove base flashings and perimeter sheet metal. Dispose of resulting debris in a legal manner.

B. Drains – Remove interior cast drain basket. Install retrofit roof drain TRUFAST EASYSEAL or equal.

C. Install 2 layers of 2.0" ISO roof insulation Total R-Value 22.85. Mechanically attach insulation through top layer at a minimum rate of 1 fastener per 2.66 SF.

D. Install appropriate insulation sumps at roof drains.

E. **North Roof:** At concrete perimeter 27" wide ledge install 2 x 6 wood blocking at outside edge and tapered ISO wedge set in foam adhesive.

F. Install a 60 mil EPDM (Versico or equal) Fully Adhered Roof System.

G. **East and West Roofs:** Install 24 ga pre-finished stone white sheet metal cap with continuous cleat strip on face side. Interior side of cap to be face fastened.

H. **North Roof:** Install 24 ga pre-finished stone white perimeter metal with 1" water dam. New metal to cover existing face of removed aluminum metal.

I. Install aluminum termination bar at all wall flashings and cover with 24 ga pre-finished surface mount counter flashing.

- J. Install 3 ea. 30" x 30" EPDM walk pads along wall on east roof for protection pad for ladder. Install additional pad out from wall for base protection of ladder when erected.
- K. Furnish Manufacturer's 15 Year Roof System Warranty and 20 Year Material Warranty.
- L. **Drains** - Add Marathon Extended Aluminator Retrofit Roof Drain as an available option for retrofit drains
- M. **North Roof** - Fabricate perimeter sheet metal with "V" groove at midway point in face of metal because of approx. 10" face of new metal
- N. **North Roof** - Existing perlite roof insulation board (3/4" thick) acting as a spacer to flush out parapet wall with overhanging concrete cap was found at the interior vertical face of parapet wall - remove perlite, install ISO insulation fill (1" +/-) at removed perlite area and install 3/4" CDX plywood to face of parapet walls to provide proper surface for adhering EPDM membrane
- O. **North Roof** - At 2 ea. previously framed in skylight areas adjust thickness of ISO insulation on top of these areas to match the new 2 layers of 2" ISO insulation
- P. **North Roof** - Protect existing EPDM membrane on adjacent south roof if this roof is used to access the north roof

December 29, 2023

American Air Environmental Services, Inc
49 W 11th Ave
Oshkosh, WI 54902

CLIENT PROJECT:
CEI LAB CODE: B2326455

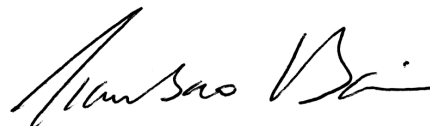
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 29, 2023. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director



CEI

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

American Air Environmental Services, Inc

CLIENT PROJECT:

LAB CODE: B2326455

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 12/29/23

TOTAL SAMPLES ANALYZED: 1

SAMPLES >1% ASBESTOS:



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT:

LAB CODE: B2326455

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
#1	Layer 1	B2326455.01	Brown	Fiber	None Detected
	Layer 2	B2326455.03	Black	Tar	None Detected
	Layer 3	B2326455.03	Brown	Fiber	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: American Air Environmental Services, Inc
 49 W 11th Ave
 Oshkosh, WI 54902

Lab Code: B2326455
Date Received: 12-29-23
Date Analyzed: 12-29-23
Date Reported: 12-29-23

Project:

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous				%
#1	Fiber	Homogeneous	100%	Cellulose			None Detected
Layer 1		Brown					
B2326455.01		Fibrous					
		Loosely Bound					
Layer 2	Tar	Heterogeneous	5%	Cellulose	95%	Tar	None Detected
B2326455.03		Black					
		Non-fibrous					
		Bound					
Layer 3	Fiber	Homogeneous	100%	Cellulose			None Detected
B2326455.03		Brown					
		Fibrous					
		Loosely Bound					

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

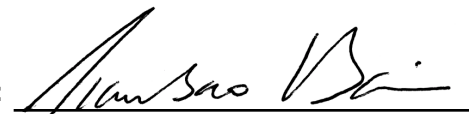
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:

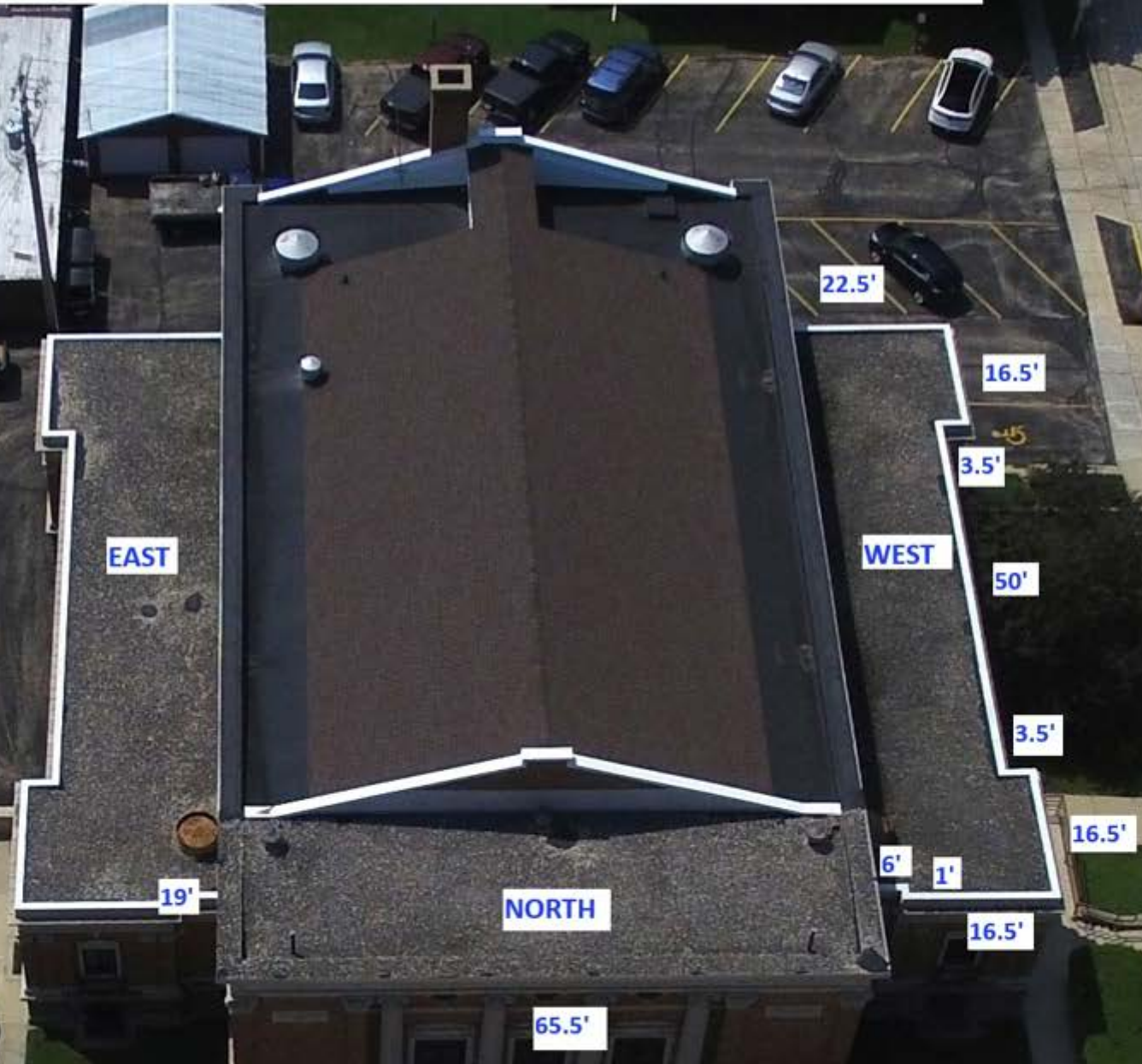

Nicholas Moore

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



**WAUPUN CITY HALL
REROOF EXISTING BALLASTED ROOFS
EAST, WEST AND NORTH**



NOTE: BIDDER IS RESPONSIBLE FOR VERIFICATION OF ROOF DIMENSIONS AND CORE SAMPLE