# **CONTRACT DOCUMENTS**

# BIDDER'S PROPOSAL for PUBLIC WORKS CONSTRUCTION

"PARKS 6-22 PARK SHOP REROOF"

# **NOTE TO BIDDERS**

ANY DESIGN QUESTIONS PERTAINING TO THIS PROJECT SHALL BE DIRECTED TO:

DEPARTMENT OF PUBLIC WORKS 100 N. JEFFERSON STREET GREEN BAY, WI 54301 (920) 448-3100



On	ly the	Bidde	r's	Propo	sal	Pages,	Bid	Bond	or (	Certified	Chec	k, a	and	any
Ad	denda	issuec	l sh	all be	sub	mitted								

CONTRACTOR:

CONTRACT AWARDED ON:

I HEREBY APPROVE OF THE LEGAL FOR AND BONDS HEREIN.	M OF THE CONTRACTS
CITY ATTORNEY	DATE
I HEREBY CERTIFY THAT THE NECESSA ALLOCATED TO PAY FOR THE WORI CONTRACTS HEREIN.	
CITY COMPTROLLER	DATE
I HEREBY CERTIFY THAT THE REQUISITE FOR THE WORK DESCRIBED IN THE CONTR PROVIDED.	
RISK MANAGEMENT DIVISION	DATE

# NOTICE TO CONTRACTORS

Contract: "PARKS 6-22 (PARK SHOP REROOF)"

City of Green Bay, Wisconsin

Sealed proposals will be received in the Office of the City Clerk/Treasurer of the City of Green Bay, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301 until 2:00 P.M. on November 22, 2022 at which time they will be opened in Room 310, City Hall, for Public Works Improvement Contract:

# "PARKS 6-22 (PARKS SHOP REROOF)"

in accordance with the plans therefore, the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction, 2022 Edition, and the special provisions of this contract, all of which are on file in the City Clerk's/Treasurer's Office and the Director of Public Works Office in the Green Bay City Hall.

The work on this Contract will consist of removal and disposal of the existing EPDM and architectural asphalt roof system; replacement of rotten sheathing and fascia; installation of ice and water shield; installation of new flashing; and installation of a new architectural asphalt shingled and EPDM roof system. The work performed under this Contract includes furnishing all the material, labor, tools, equipment, services, methods, skills, and supervision necessary to satisfactorily complete the repair work.

The work on this Contract will take place at the Park Shop, located at 919 Crocker Street in Green Bay, Wisconsin. A pre-bid meeting will be held at the Park Shop on Tuesday, November 15, 2022 at 1:00 p.m.

The Contract Documents, including plans and specifications, may be examined electronically and downloaded at <a href="https://www.demandstar.com">www.demandstar.com</a> or <a href="https://www.demandstar.com">http://www.demandstar.com</a> or <a href="https://www.demandstar.com">http://www.demandstar.com</a> or <a href="https://www.demandstar.com">http://www.demandstar.com</a> or <a href="https://www.demandstar.com">http://www.demandstar.com</a> or <a href="https://www.demandstar.com">https://www.demandstar.com</a> or <a href="https://www.demandstar.

The work shall be let in accordance with the following Sections of the Wisconsin Statutes.

- 1. Section 62.15 regarding public works construction.
- 2. Section 779.15 regarding lien on contractors.
- 3. Section 66.0901(2) regarding proof of responsibility.

All bidders shall provide proof of responsibility on the form furnished by the Director of Public Works and it shall be filed with the Director of Public Works not less than five (5) days prior to the time set for opening of bids. Said proof of responsibility shall not be valid if filed prior to one year of the date of opening bids.

In accordance with Section 42-2 of the City of Green Bay Code of Ordinances, any corporation, firm, or individual violating Chapter 133.01 of the Wisconsin Statutes, or any subsequent amendment thereof, shall upon conviction thereof be thereby disqualified as a bidder on any City of Green Bay project for a period of three (3) years from the date of such conviction; however, nothing herein shall be interpreted to preclude such corporation, firm, or individual from completing any and all contracts he/she may already have with the City at the time of such

conviction, nor shall this ordinance be applied retroactively to convictions occurring prior to the adoption and publication of this ordinance. This prohibition applies with like force to officers of convicted corporations, firms, or individuals who thereafter have business interest in new corporations or business enterprises of whatever kind or description.

The City of Green Bay, Wisconsin reserves the right to reject any or all bids and to waive any informality in bidding.

No bids shall be withdrawn after the opening of bids without the consent of the City of Green Bay, Wisconsin for a period of sixty (60) days after the scheduled time for closing bids.

All proposals must be submitted on the Bidder's Proposal provided for that purpose and issued to the specific bidder by the Director of Public Works together a bid bond equal to at least five (5) but not more than ten (10) percent of the bid payable to the City of Green Bay as a guarantee that if his/her bid is accepted, he/she will execute and file the contract and a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days after the award of the contract. Only the Proposal Pages, Bid Bond, Affidavit of Compliance, Disclosure of Ownership and any Addenda issued shall be submitted.

In case the successful bidder shall fail to execute such contract and performance bond, the amount of the check or bid bond shall be forfeited to the City as liquidated damages.

Published by the authority of the Improvement & Services Committee of the Common Council of the City of Green Bay, Wisconsin.

Advertised: October 28, 2022 BY: Mark Steuer, Chairperson

November 4, 2022

# **INSTRUCTIONS TO BIDDERS**

### 1. SUBMISSION OF BIDS

- A. Proposals must be placed in a sealed envelope addressed to "IMPROVEMENT AND SERVICES COMMITTEE, GREEN BAY, WISCONSIN" and marked "PARKS 6-22 (PARK SHOP REROOF)". The sealed envelope shall also be marked to indicate the base bid or part for which the bid is being submitted (e.g. Part "A", Part "A" and Part "B", Base Bid 3, or Base Bid 1 and Base Bid 4).
- B. The legal business name of the contractor submitting the proposal shall also appear on the outside of the sealed envelope.
- C. Bidders are to submit their proposal on the Bidder's Proposal form provided. Only the Bidder's Proposal Pages, Bid Bond or Certified Check, Affidavit of Compliance, Disclosure of Ownership, and any Addenda issued shall be submitted.

# 2. PROOF OF RESPONSIBILITY

Each bidder shall demonstrate qualifications to the satisfaction of the Improvement and Services Committee. All bidders shall provide proof of responsibility on the form furnished by the Director of Public Works, and it shall be on file with the Director of Public Works not less than five (5) calendar days prior to the date and time set for opening of bids. Said proof shall include written evidence that bidder maintains a permanent place of business, has adequate labor and equipment to perform the work properly and expeditiously, has adequate financial capability, has adequate experience, and has authority to conduct business in the State of Wisconsin.

Forms are located on City's website: https://greenbaywi.gov/796/Engineering.

# 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a bid, each bidder shall:

- A. Examine the Contract Documents thoroughly, including work required by other trades;
- B. Visit the site to become familiar with local conditions that may in any manner affect cost, progress, and performance of furnishing the work;
- C. Become familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, and performance of furnishing the work; and
- D. At bidder's own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the Contract Documents. (NOTE: Bidder shall obtain property owner's permission, as necessary, prior to commencement of any such activity.

Bidder shall promptly notify Engineer, at least five (5) calendar days prior to bid opening, any conflicts, errors, ambiguities or discrepancies which bidder has discovered in or between the Contract Documents and such other related documents.

# 4. INTERPRETATION OF CONTRACT DOCUMENTS

All questions about the meanings or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by addendum mailed or delivered to all parties recorded by the Engineer as having received the Contract Documents. Only questions answered by formal written addendum shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

In order to guarantee a response, questions shall be submitted no later than four (4) calendar days prior to the bid opening date. Engineer shall attempt to address questions up to twenty-four (24) hours prior to the bid opening, but shall not guarantee such a response. No questions submitted less than twenty-four (24) hours prior to the bid opening shall be addressed.

# 5. SUBSTITUTION OF MATERIALS

Certain materials are specified by manufacturer in order to establish standards of quality, not to limit competition. Where an item of material is specified to be a certain manufacturer's make, then the Bidder's Proposal shall include such material as specified unless approved otherwise.

Up to seven (7) days prior to the bid date, a bidder or manufacturer may request approval in writing of an item of material by submitting adequate product data to the Engineer for evaluation. Included with the product data shall be a list of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and the name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Notice of approval shall be given only by an addendum issued by the Engineer. No verbal or other written approval will be given.

Within ten (10) days after award of Contract, the Contractor may submit alternate proposals for other kinds of material that they consider equal to those specified. These proposals for substitute products shall be submitted in writing to the Engineer for evaluation. There shall be included all pertinent product data and samples thereof as well as a listing of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Any cost differences shall be included with submittal. If the requested change is acceptable to the Engineer, then a change order will be prepared. If the requested change is not acceptable, the Contractor shall be obligated to furnish the item as specified.

# 6. ESTIMATE OF QUANTITIES

An estimate of the quantity of work to be done under the Contract is stipulated in the Bidder's Proposal. The quantities of work shall be considered as approximate and for comparison of bids only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between bid quantities and the actual measured quantities.

# 7. PERMITS AND LICENSES

Bidder is responsible, unless otherwise noted in the special provisions, for determining the applicable permits, licenses, and other approvals and authorizations required by law for performance of work and shall include such costs in their Bidder's Proposal. No extra compensation shall be paid by the City to the successful bidder for failure to include these costs in its Bidder's Proposal.

# 8. DISCLOSURE OF OWNERSHIP

- A. Each bidder submitting a bid shall execute the Disclosure of Ownership Form DWD-ERD-7777 (R. 01/2011), if applicable.
- B. Any bidder disclosing information hereunder is aware of and agrees to be bound by Chapter DWD 294, Wisconsin Administrative Code.

# 9. SUBSTANCE ABUSE PREVENTION AFFIDAVIT

Each bidder submitting a bid on Contract shall execute the Affidavit of Compliance with Section 103.503, Wisconsin Statutes, regarding substance abuse prevention on public works contracts.

# 10. SUBCONTRACTORS

Section 66.0901(7), Wis. Statutes, provides that a bidder, as part of the proposal, shall submit a list of Subcontractors proposed to be used on the contract with and the class of work to be performed by, provided that to qualify for such listing each Subcontractor must first submit their bid in writing to the general contractor at least 48 hours prior to the time of the bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from the proposal.

No subcontract, whether listed or later proposed, may be entered into without the written consent of the Engineer as provided in Subsection 107.1 of the Standard Specifications.

### 11. TIME OF COMPLETION

Time of completion of each part of the work under the Contract will be specified in the Contract Documents as a specific number of work days, calendar days including Sundays and Holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time. It is agreed and understood that the completion of the work within the time as specified is an integral part of the Contract. The starting date of the Contract will be the date the Contractor begins work on that particular part of the Contract, but in no event will it be later than the date the Engineer requests the Contractor to begin work on that particular part of the Contract by written notification.

Work shall be prosecuted effectively and diligently to completion. Once work on the Contract has commenced, the contractor shall proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action under Section 107.15, Default of Contract, or the revocation or suspension of the Contractor's privilege to bid additional work, or both. Failure to proceed continuously in prosecution of the work, may also result in the denial to authorize work during weekends or holidays as provided for under Section 107.6, Days of Work and Hours of Work.

In the event that the Contractor is successful in being awarded more than one part of a Contract, or multiple City contracts, the work shall be performed on each part or Contract concurrently and continuously in order that the completion dates are met. Prior to being awarded two or more parts or Contracts, the Contractor shall submit to the Engineer, in writing, a work schedule and evidence that the Contractor has adequate labor and equipment to meet the completion dates of all Contract parts.

Contract time will not be charged during periods of complete suspension of operations, when approved by the City in conjunction with an order by the Engineer suspending operations, or when so provided in the Special Provisions.

Contract time may be extended in an amount as is mutually agreed upon by the Engineer and the Contractor, on the basis of contract change orders involving alterations in the Contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purpose or convenience of the City when such extra additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract specific originally set up in the proposal. Any agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order.

Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City for any of its rights under the Contract.

# 12. BID DEPOSIT

No bid shall be considered unless accompanied by a bid deposit of the character and amount described in the Notice to Contractor.

The City will return the bid deposit of unsuccessful bidders following the award of the Contract by the Common Council. The bid deposit for the successful bidder will be returned following the execution of the Contract and submittal of required Performance and Payment Bond within ten (10) calendar days after the award of the Contract.

# 13. REQUIREMENTS FOR SIGNING PROPOSALS

- A. Proposals that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person to whom it is signed.
- B. Proposals that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney evidencing authority to sign the proposal executed by the partners.
- C. Proposals that are signed for a corporation should have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written in the signature block. If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

# 14. WITHDRAWAL OF BIDS

All proposals filed with the City will be kept secure and unopened and will not be allowed to pass out of the custody of a representative for the City, except on written request of the bidder or the bidder's authorized representative made prior to the time set for receipt of proposals, and if such withdrawal is made, such prospective bidder shall not be entitled to bid on the Contract at hand unless the same is re-advertised and proposals are again requested upon such advertisement.

No bid shall be withdrawn after the opening of the bids without the consent of the City for a period of sixty (60) days after the bid opening.

### 15. OPENING OF BIDS

Bids will be publicly opened on the date, time and place as indicated in the Notice to Contractors.

# 16. AWARD OF CONTRACT

The Contract will be awarded to the responsible bidder submitting the lowest acceptable base bid plus any accepted alternates. The City reserves the right to reject the bid of any bidder who, in the opinion of the Improvement & Services Committee, is incompetent or otherwise unreliable for the performance of the work bid. The City further reserves the right to reject any and all proposals, to waive technicalities, to re-advertise for bids, or to proceed to do the work otherwise, if in the judgment of the Improvement and Services Committee the best interest of the City will be served thereby.

# 17. BIDS TO REMAIN OPEN

All bids shall remain open for sixty (60) calendar days after the date of the bid opening unless otherwise noted in the Notice to Contractor.

### 18. WHEN AWARD EFFECTUAL

The Contract shall be deemed as having been awarded when a written notice of award has been duly served to the successful bidder by an officer or agent of the City duly authorized to give such notice.

### 19. INSTRUCTIONS FOR SIGNING CONTRACT

If the Contract is signed by the secretary of the corporation, the certificate as to Corporate Principal should be executed by some other officer of the corporation, under the corporate seal. In lieu of aforementioned certificate, there may be attached to the Contract copies of such records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted and the Contract should be signed with his/her official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

Contracts that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Contract a power of attorney evidencing authority to sign the Contract executed by the partners.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. Contracts that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Contract in the name of the person to whom it is signed.

# 20. PERFORMANCE AND PAYMENT BOND

The Contractor shall file with the City, within ten (10) calendar days after the written Notice of Award, a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the Contract. The bond shall remain in effect for a period of one year after the date of final acceptance of the work by the City. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

# **BIDDER'S PROPOSAL**

PUBLIC WORKS IMPROVEMENTS CONTRACT:

City of Green Bay, Wisconsin

PARKS 6-22 (Park Shop Reroof)

TO THE:

Improvement & Services Committee City of Green Bay, Wisconsin

The undersigned Bidder, having carefully examined in detail all contract documents, drawings and specifications for this contract, "PARKS 6-22 (Parks Shop Reroof)" which are on file in the office of the City Clerk/Treasurer at the City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work stipulated in, required by, and in accordance with the proposed contract documents referred to therein (as altered, amended or modified by addenda) and for and in consideration of the following prices.

### SCHEDULE OF PRICES

Item No.	Description	Est. Qty.	Unit Price	Total
1000.01	Architectural Asphalt Shingled Roof Replacement	6724 SF	\$ / SF	\$
1000.02	Fully Adhered EPDM Roof Replacement	6560 SF	\$ / SF	\$
1000.03	Rough Carpentry - Roofing (ALLOWANCE)	1000 DOL	\$ 1.00 / DOL	\$ 1,000.00
TOTAL '	\$			

Bidder has executed the Disclosure of Ownership Form DWD-ERD-7777 (R.01/2011)  Yes Not Applicable						
Bidder proposes to employ the following subcontractors for the stated categories of work within the contract:						
CATEGORY OF WORK	SUBCONTRACTOR					
Accompanying this proposal is a certi-	fied check or Bid Bond in the amount of					
as required in the Notice to Contractors.						
	rired performance and payment bonds and to execute of the contract and agrees to complete all work with the Contract Documents.					
I hereby certify that all statements herein are made	le on behalf of					
(Name of corporation, partne	rship, or person submitting bid)					
a corporation organized and existing under the la	ws of the State of					
a partnership consisting of						
an individual trading as						
of the City of	, State of					

Federa	l tax identification number	<u>;</u>			
and, th	at:				
(1)	I am fully informed in respect to the preparat pertinent circumstances respecting such Bid;	ion and content of the attached Bid, and of all			
(2)	Such Bid is genuine and is not collusive or a sham bid;				
Neither the said Bidder nor any of its officers, partners, owners, agents, represe employees, or parties in interest, including this affiant, has in any way colluded, or connived, or agreed, directly or indirectly, with any other Bidder, firm or person, to collusive or sham Bid in connection with the Contract for which the attached Bid submitted, or to refrain from bidding in connection with such Contract; or has in any directly or indirectly, sought by agreement, collusion, communication, or conference other Bidder, firm, or person, to fix the price or prices in the attached Bid or of a Bidder; or to fix any overhead, profit or cost element of the bid price, or the bid price other Bidder, or to secure through any collusion conspiracy, connivance, or agreement, any advantage against the City of Green Bay, Wisconsin, or any person in the proposed Contract; and					
(4)		I are fair and proper and are not tainted by any l agreement on the part of the Bidder, or any of , or parties in interest, including this affiant.			
	Signature				
		(Title if any)			
Sworn 20	and subscribed to before me thisday of	(Title, if any)			
		Notary or other officer authorized to administer oaths.			
		My Commission Expires			

(Bidders should not add any conditions or qualifying statements to this proposal as otherwise the proposal may be declared irregular as being not responsive to the advertisement.

State of Wisconsin Department of Workforce Development Equal Rights Division

# **Disclosure of Ownership**

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both** (A) and (B) are met.
  - (A) The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
    - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
  - **(B)** The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

# **Other Construction Business Business Name** Street Address or P O Box City State Zip Code **Business Name** Street Address or P O Box City State Zip Code **Business Name** Street Address or P O Box City State Zip Code **Business Name** Street Address or P O Box City State Zip Code I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief. Print the Name of Authorized Officer Authorized Officer Signature **Date Signed** Corporation, Partnership or Sole Proprietorship Name Street Address or P O Box City State Zip Code

If you have any questions call (608) 266-6861

# AFFIDAVIT OF COMPLIANCE

# WITH SECTION 103.503, WIS. STATUTES, REGARDING SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS CONTRACTS

State of	e of Wisconsin ) ss.				
Count	nty of)				
that:	-	y sworn, on oath, deposes and states			
1.	I am an officer or partner or individual of the contra- affidavit on behalf thereof.	ctor, who is authorized to make this			
2.	2. I am the contractor responsible for submitting a bid to	the City of Green Bay.			
3.	. I understand that I must comply with Section 103.503, Wisconsin Statutes, "Substance Abuse Prevention on Public Works Contracts."				
4.	4. I certify that I and the subcontractors that I intend to prevention programs in effect during the time of any of				
5.	5. To the best of my knowledge, I comply with all of Wisconsin Statutes, "Substance Abuse Prevention on	*			
6.	5. I understand that if I am found non-compliant with S the City of Green Bay, in its sole discretion, may remoqualified contractors or decline the award of a bid.				
		Signature			
		Print Name			
		Title			
	Name o	of Corporation, Partnership or Sole Proprietorship			
	scribed and sworn to before me day of, 20				
	ary Public, State of Wisconsin Commission				

### **BID BOND**

# PUBLIC WORKS IMPROVEMENTS

# GREEN BAY, WISCONSIN

CITY OF GREEN BAY ) COUNTY OF BROWN ) SS STATE OF WISCONSIN)

KNOW ALL MEN BY THESE PRESENTS, That	
	as Principal, and
	as Surety,
are held and firmly bound unto:	
The City of Green Bay, Wisconsin	
in the penal 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, administr	ators, and successors, jointly and
severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH, That who	ereas the Principal has submitted
the accompanying bid, dated20	,
for Contract:	

# NOW, THEREFORE

(a) if the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within the ten (10) days after the prescribed forms are presented to him for signature enter into a written contract with the Owner, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.

Owne	nch contract and give sur the difference between the the required work and	n the amount s	specified in	said bid for wh	nich the Owner ma	
then the above	e obligation shall be voi	d and of no effe	ect, otherwis	se to remain in f	full force and virtue	
IN WITNESS	WHEREOF, the above	e-bounden parti	es have exec	cuted this		
instrument u 20	nder their several s	eals, this	day	of	A.D	٠,
	corporate seal of each cy its undersigned repres		_		-	
WITNESS:	(If Sole Ownership or Partnership, Two (2) Witnesses are require		PRINCIPA (Name of 1)			
	If Corporation, Secret Only will attest and affix seal.)	ary	(Name of Firm)  Aff  Sea  (Signature of Authorized official)			
			(Title)	of Authorized C	oniciai)	_
			(Business	Address)		_
			(City)		(State	<u>-</u> ;)
			SURETY:			
			(Corporate	e Surety)		_
C	. Coomatour.		(Signature	of Anthonical	Affi Sea	
Surety	Secretary		(Signature	of Authorized (	Omicial)	

in the event of the withdrawal of said bid within the period specified, or the failure to enter

(b)

(Title)

	(Business Address City	State)
	(Name of Local Insurance Agence	cy)
	(Address)	
	(Telephone Number)	
The rate of premium on this bond is		
	per	thousand.
Total amount of premium charges \$		
(°	The above must be filled in by Corporat	e Surety).
CERTIFICATE AS TO	CORPORATE PRINCIPAL	
I,	, certify that I am	the Secretary
of the Corporation named as Principal in the wi	thin bond; that	
who signed	the said bond on behalf of the princip	pal, was then
	of said corporation; that	I know his
signature, and his signature hereto is genuine	e; and that said bond was duly signed	, sealed, and
attested for and in behalf of said corporation by	authority of its governing body.	
	(Corporate	e Seal)
Secretary	· · ·	

# CITY OF GREEN BAY ) COUNTY OF BROWN ) SS STATE OF WISCONSIN)

Before me, a Notary Public duly commissioned, qualified and acting, person	nally	appe	eared	l:	
to me well known who being by me first duly every mon oath, says that	ho io	the o	. 44 0		, foot
to me well known, who being by me first duly sworn upon oath, says that	ne is	tne a	шоп	iey-ii	1-1act,
for the	and	that	he	has	been
authorized by					
to execute the foregoing bond on behalf of the Contractor named therein in	favo	r of:			
Subscribed and sworn to before me thisday of_					A.D.,
20					
INSTRUCTIONS:					
Bid Bonds must be					
accompanied by an					
affidavit and a power					
of Attorney, in compliance with Instructions to Bidders.					
Notary Public					

# PERFORMANCE BOND

# PUBLIC WORKS IMPROVEMENTS

# CITY OF GREEN BAY, WISCONSIN

City of Green Bay ) County of Brown ) SS State of Wisconsin)

KNOW ALL MEN BY THESE PRESENTS, That we				
as principal and	and			
as Sureties, of				
in the State ofare held and firmly bound unto the City of Wisconsin, in the sum of				
good and lawful money of the United States of America, being the full amount of to be paid the said City, for which payment, well and truly to be made, we bind ou executors, administrators and assigns jointly and severally by these presents.	_			
Sealed with our seal and dated thisday of	·			
WHEREAS, the above boundenhas of Green Bay, a proposal in writing to furnish all material and do all the work included				
according to the proposal and contract hereto annexed, and the plans and spectreferred to.	cifications therein			
NOW, THEREFORE, the condition of this obligation is such that if the above bou	nden			
shall fully and faithfully perform all the covenants, agreements and conditions carried out and kept by the terms of said contract, and the plans and specification to, and shall pay for all work and labor performed and materials furnished to connot to exceed 100% of the total contract price, and shall refund to said City of Gromoney which it may be obliged or adjudged to pay on any claims or demand provided in said contract all in accordance with the specifications and contract formentioned, then this bond to be void otherwise of full force, effect and virtue.	ns therein referred mplete said work, reen Bay all sums ds for damages as			

In witness whereof, the above bound inoriginal counterparts,	-
20 the na	ames and corporate seal of each corporate party being
hereto affixed and these presents duly signed by of its governing body.	by its undersigned representative, pursuant to authority
ATTEST:	
	(SEAL)
(Principal) Secretary	Principal
	(SEAL)
(SEAL)	(Business Address)
	(SEAL)
	(SEAL) (Individual Principal)
	(Business Address)
ATTEST:	
	(Business Address)
	BY
	(Affix Corporate Seal)
ATTEST:	
	(Corporate Surety)
	(Business Address)
Approved this	(Affix Corporate Seal)
BY Mayor, City of Green Bay Wisconsin	

# CITY OF GREEN BAY ) COUNTY OF BROWN ) SS STATE OF WISCONSIN)

Before me, a Notary Public duly commission	oned, qualified and	l acting, personally appeared			
to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fac					
for the					
and that he has been authorized by					
to execute the foregoing bond on behalf of	the Contractor nar	ned therein in favor of:			
Subscribed and sworn to before me		day of			
	A.D., 20	·			
	Notary Public				
CERTIFICATE AS	S TO CORPORAT	E PRINCIPAL			
Ι,	, cer	tify that I am the Secretary of the			
Corporation named as principal in the with	in bond, that				
who signed the said bond on behalf of the I	principal was then_				
of said corporation; that I know his signa	nture, and his sign	ature thereto is genuine; and that said			
bond was duly signed, sealed and attested	for and in behalf	of said corporation by authority of its			
governing body.					
	Secretary	(Corporate Seal)			

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

# Name of Contractor Address of Contractor , hereinafter called Principal, and Corporation, Partnership, or Individual Name of Surety Address of Surety Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ City of Green Bay Name of Owner 100 N. Jefferson Street, Green Bay, WI 54301 Address of Owner Hereinafter call OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_\_) In Lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part of hereof for the construction of:

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and

coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original and the parties agree by their signatures to this bond that it shall become effective on the same date as the principal Contract becomes effective between the OWNER and the CONTRACTOR.

ATTEST:		
	Princip	al
	BY:	(Seal)
Principal Secretary		
Witness as to Principal	<u> </u>	
Address	Addres	s
City/State/Zip	City/State	/Zip
ATTEST:		
Surety Secretary		
Witness as to Surety	BY: Attorney-in	-Fact
miness as to surery	inomey in	
Address	Addres	S
City/State/Zip	City/State	/Zip

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is

Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury

Department's most current list (Circular 570 as amended) and be authorized to

transact business in the state where the project is located.

# CONTRACT FOR PUBLIC WORKS IMPROVEMENTS CITY OF GREEN BAY, WISCONSIN

This agreement made and entered into this day of	,
20 by and between	
("Contractor") and	("Surety"),
and the City of Green Bay, Wisconsin, a municipal corporation ("City").	

# WITNESSETH:

WHEREAS, Contractor has submitted an offer, which is attached hereto, to furnish materials and perform work on a Public Works project for the City according to the contract documents, plans and specifications thereof; and

WHEREAS, Contractor has inspected and thoroughly understands the contract documents, plans and specifications related to the attached offer;

NOW THEREFORE, Contractor, for and in consideration of the covenants herein contained for himself, his heirs, executors, administrators and assigns, covenants and agrees to furnish all materials and perform all the work and labor to complete said Public Works improvements as set forth in the City's proposal, to the satisfaction of the officers of City.

THE CONTRACT PRICE: The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, the contract price computed from the prices bid under the schedule of prices in the proposal.

Payments are made to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

COMPONENTS OF THIS CONTRACT: The following documents, as signed by the parties, are hereby included within this contract as though fully set forth herein:

- 1. Addenda
- 2. Notice to Contractors
- 3. Instruction to Bidders
- 4. Special Provisions
- 5. Proposal
- 6. Plans
- 7. Contract
- 8. City of Green Bay Standard Specifications
- 9. WisDOT Specifications
- 10. Performance Bond

In the event of a conflict between provisions of the documents above, the provision contained within the first document enumerated above shall govern any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS HEREOF, the parties hereto	set their hands and seals, at Green Bay, Wisconsin, thi
day of, 2	20
In presence of:	
CONTRACTOR	
	(SEAL)
Name:	Title:
SURETY	
	(SEAL)
Name:	Title:
By signing below, the City, by its duly auth	norized officers, has upon thisday of
	, 20, awarded this contract to Contractor.
MAYOR, GREEN BAY, WISCONSIN	
CITY CLERK	

	onsin )
County of Br	own )
This instrume	ent was signed and sworn to before me by
	as an attorney in fact for Contractor on
this	day of, 20
Notary Signa	ture:
Notary Name	Printed:
My commissi	on expires:
I,	
	(Corporate Seal)
	(Corporate Seal) Secretary
Federal Tax I	
	Secretary
	Secretary  dentification Number
Type of Busin	Secretary  dentification Number  ness (check one box):
Type of Busin	Secretary  dentification Number  ness (check one box):  Corporation

# **SPECIAL PROVISIONS**

# PARKS 6-22 (PARK SHOP REROOF)

# 1. SCOPE OF WORK

The work under this contract "PARKS 6-22 (PARK SHOP REROOF)" shall be in accordance with the plans therefore, the requirements of the "City of Green Bay Standard Specifications and Construction Standards for Public Works", Current Edition, the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition, the provisions of Instructions to Bidders and the following Special Provisions.

The State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition shall be known hereinafter as the WisDOT Standard Specifications.

The work on this Contract will consist of removal and disposal of the existing EPDM and architectural asphalt roof system; replacement of rotten sheathing and fascia; installation of ice and water shield; installation of new flashing; and installation of a new architectural asphalt shingled and EPDM roof system. The work performed under this Contract includes furnishing all the material, labor, tools, equipment, services, methods, skills, and supervision necessary to satisfactorily complete the repair work.

The work on this Contract will take place at the Park Shop, located at 919 Crocker Street in Green Bay, Wisconsin. A pre-bid meeting will be held at the Park Shop on Tuesday, November 15, 2022 at 1:00 p.m.

All work and material specified, unless otherwise distinctly stated, is to be furnished at the Contractor's expense. Any work not herein specified, which may be implied as included in the contract, of which the Engineer shall be the judge, shall be completed by the Contractor without extra charge. The fees for all required City of Green Bay permits shall be waived. Any fees beyond the City issued permits are the responsibility of the Contractor.

# 2. TIME OF COMPLETION

Add the following text to Section 107.12 of the City of Green Bay Standard Specifications.

All work required in this project shall be completed by July 1, 2023.

# 3. BIDDING REQUIREMENTS AND CONDITIONS

Add the following text to Section 102.12 of the City of Green Bay Standard Specifications.

When stated on the plan for Contractor verification, it is the Contractor's responsibility to notify the Engineer if items do not match plan items.

# 4. PRECONSTRUCTION SUBMITTALS

The Contractor shall submit a digital or hard copy of the following prior to or at the preconstruction conference:

- A. SDS letter of compliance.
- B. Emergency contact information.
  - 1. Prime Contractor emergency contact.
- C. Safety representatives.
- D. Construction schedule with coordination.
- E. Subcontractors and major suppliers list and request to use.
- F. Materials shop drawings, data sheets and certifications.
- G. Pre-construction pictures and video.

Failure to submit required information at or prior to the preconstruction meeting could delay the start date of the Contract. A delay in the Contract start due to late submittals will not be grounds for a completion date extension.

The Contractor shall furnish, without extra cost, any required sampling and testing for all submittals listed above or within these Special Provisions.

# 5. **WORKING HOURS**

Work under this Contract shall be completed during the hours of 7:00 a.m. and 4:00 pm. Monday thru Friday unless other arrangements are approved by the Engineer.

# 6. TEMPORARY POWER AND WATER

Add the following text to Section 106.2 of the City of Green Bay Standard Specifications.

The Contractor may utilize power and water from the existing facilities available in the Park Shop. The cost of energy and water obtained from existing facilities will be paid for by the City. In the event the Contractor's or Subcontractor's equipment requires more power or water flow than is available through the City's existing facilities, then the Contractor shall be responsible to make the necessary arrangements with the local utilities to satisfy his/her needs. The cost for additional power and water beyond what is currently available at the site shall be considered incidental and shall be paid for by the Contractor. No additional compensation will be allowed.

# 7. STORAGE OF MATERIALS

Add the following text to Section 108.6 of the City of Green Bay Standard Specifications:

See attached aerial indicating where material storage may be staged on site to not interrupt the operations of the facility.

# 8. <u>CONTROL OF MATERIALS</u>

Add the following text to Section 108 of the City of Green Bay Standard Specifications:

# A. Handling of Materials

Deliver all materials to the site in original, unopened containers bearing the following information: name of product, name of manufacturer, date of preparation, and lot or batch number. Store materials under cover and protect from weather. Replace packages of materials showing any signs of damage with new materials at no additional cost to the City.

# B. Hazardous Substances and Waste

Neither the Contractor nor any subcontractor shall provide products or equipment which contains asbestos or polychlorinated biphenyl (PCB) material.

Any material encountered in the selective demolition process that is classified as a hazardous waste by the State of Wisconsin Department of Natural Resources must be separated, contained, and disposed of according to applicable provisions of the Wisconsin Administrative Code, included but not limited to Chapter NR 181, and applicable Federal regulations.

# 9. PERMITS

The Contractor is responsible for obtaining the City's Building permit from the City Inspection Department. The Contractor must comply with all permit provisions and required coordination with the City Inspection Department. Fees will be waived for the permit.

# 10. EXISTING ROOF CONDITIONS

The existing roof is composed of EPDM roof on the low slope and two layers of asphalt shingles on the steep slope; see attached plan sheet indicating limits and sizing. Roof systems are to be replaced to match existing ventilation plan.

There are twenty (20) existing roof penetrations; sixteen (16) of the penetrations will remain and four (4) penetrations will be eliminated. The eliminated penetrations will be identified on site prior to the contract beginning. Three of the eliminated roof penetrations are 12" pipe, one of the eliminated roof penetrations is 2" pipe. Eliminated penetrations shall be replaced by a 2'x2' plywood patch.

# 11. ARCHITECTURAL ASPHALT SHINGLES ROOF REPLACEMENT

### A. General

The work under this Section includes all labor, material, equipment and related services necessary to remove the existing two layers of shingled roof and install a new asphalt shingle roof. The work includes installation of one row if ice and water shield at eaves and penetrations with installation of synthetic underlayment on the remainder of the deck. Provide standard color drip edge at all

perimeters. Install new architectural asphalt shingles. Provide new rubber boot flashing for penetrations up to 3" diameter and metal flashing for penetrations larger than 3" diameter per manufacturer instructions. Provide associated roofing system components and roof related construction as required to receive the manufacturer warranty as specified herein and on the plans and details.

### B. Materials

All materials shall be in compliance with the NRCA (National Roofing Contractors Association) – Roofing and Waterproofing Manual.

All products used in this installation shall be compatible with one another and the shingle intended for use.

- 1. Ice and Water Protection Membrane
  - a. Self-adhering, self-sealing fiber glass mat with granulated asphalt surfaced membrane
  - b. Approved Ice and Water Backup Protection Membrane products include:
    - i. Owens Corning: Weather-Lock G
    - ii. GAF: Weather-Watch
    - iii. CertainTeed: WinterGuard
    - iv. Or approved equal
  - c. Comply with the following standards:
    - i. ASTM D1970
- 2. Synthetic Underlayment
  - a. Polypropylene underlayment and/or granulated asphalt with fiberglass mat
  - b. Approved Synthetic Underlayment products include:
    - i. Owen's Corning: Titanium-UDL; 45#/10 sq. roll
    - ii. Kirsch Building Products: Sharkskin Ultra; 45#/10 sq. roll
    - iii. GAF Products; Deck-Armor; 43#/10 sq. roll
    - iv. Or approved equal
  - c. Comply with the following standards:
    - i. ASTM D226
    - ii. ASTM E-108, Class A Fire

# 3. Architectural Asphalt Shingle

- a. Architectural asphalt/fiberglass laminated 40-yr shingle. The shingles shall consist of organic felt or glass mat(s) saturated or impregnated, and coated on both sides with a hot asphaltic material and completed surfaced on the weather side with mineral granules embedded in the coating.
- b. Approved Shingle Manufacturers:
  - i. Atlas Roofing Corporation; Atlanta Georgia
  - ii. Certain Teed Corporation; Saint Gobain Valley Forge, Pennsylvania
  - iii. IKO Roofing Products; Toronto, Canada
  - iv. Or approved equal
- c. Comply with the following standards:
  - i. ASTM D3018 Class A Asphalt Shingles Surfaced with Mineral Granules; Type 1 Self Sealing
  - ii. ASTM D3161 Wind-Resistance of Asphalt Shingles; Class F
  - iii. ASTM D3462 Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules; minimum tear resistance of 1450 grams
- d. Shall have a minimum weight of 215-245# per square
- e. Shall be algae resistant
- f. Metric size with 5 5/8"-6" shingle exposure to the weather
- 4. Roofing Accessories, Fasteners and Adhesive
  - a. Roof Penetration Flashings
    - i. Supply applicable roof penetration flashings compatible with roof system components.
  - b. Underlayment Fasteners
    - i. Cap nails are required for fastening the synthetic membrane, this requirement shall over ride manufacturer acceptance of fastening with staples or other type fasteners.
    - ii. The manufacturer shall approve of all system mechanical fasteners used to secure all roof system components.

# c. Shingle Fasteners

- i. Smooth shank, hot-dip galvanized or cadmium plated roofing nails with 11 or 12 gauge shank and 3/8" head.
- ii. 1 <sup>1</sup>/<sub>4</sub>" long for shingles in the field of the roof

# d. Flashing and Plastic Cement

i. Comply with ASTM D4586 – Asbestos Free, Type I for horizontal application, Type II for vertical applications.

### 5. Sealant

a. ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S-00230C, Type II, Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika Chemicals "Sikaflex 1a", Sonneborn-Contech "Sonoelastic NP1", Tremco "Vulkem 116" or "Dynomic" or approved equal.

# 6. Drip Edge

- a. Prefinished aluminum: Style D, minimum thickness 0.040", coated with a minimum 70% Kynar (Kynar 500) fluoropolymer resin of 0.9-1.1 mil total dry film thickness.
- b. Shall comply with NRCA (National Roofing Contractors Association) Roofing and Waterproofing Manual and SMACNA (Sheet Metal and Air Conditioning Contractors' National Association) Architectural Sheet Metal Manual.

# 7. Delivery and Storage

- a. Deliver materials in sufficient quantity to allow work to proceed without delays.
- b. Coordinate with the owner for storage of materials so as not to create a nuisance or hazard.
- c. Store materials on clean, raised platforms, with breathable, weather protected coverings when stored outdoors or as manufacturer directs.

### 8. Submittals

### a. Product Data

- i. Submit product data for each specified product. Include manufacturer's technical data sheets and installation instructions.
  - 1. Ice and Water Protection Membrane
  - 2. Synthetic Underlayment

- 3. Architectural Asphalt Shingle
- 4. Roofing Accessories, Fasteners and Adhesive
- 5. Sealant
- 6. Drip Edge

## b. Samples

i. Submit manufacturer's full range of colors for asphalt shingles, sealant, and drip edge color selection.

## c. Plan Sheet

i. Submit a plan sheet detailing material storage, debris containment and dumpster location.

# 9. Quality Assurance

- a. Roofing Contractor shall be recognized by the manufacturer of the roof system as an "approved" or "authorized" Contractor applicator of their system and all associated products.
- b. Roofing Contractor shall have been in business for a minimum of three (3) years and shall be able to document the successful completion of a minimum of three (3) projects of similar size and/or scope of work.
- c. Contractor shall perform a minimum of two (2) roof system inspections during the term of the guarantee.
- d. The first inspection shall be approximately two (2) years after installation date of five (5) year guarantee with final inspection to be performed within the last six (6) months of the guarantee.
- e. Contact the Owner to arrange a site visit date. Submit written inspection reports, including photos, emailed to the Owner after inspection is performed and prior to guarantee expiration.

#### 10. Warranty

- a. Provide a five (5) year written warranty for all roofing and flashing required under the Contract, to be watertight and free from defects in materials and workmanship.
- b. Provide manufacturer's standard forty (40) year pro-rated guarantee against material defects and wind damage.
- c. Manufacturer's non-prorate period protection warranty shall include a minimum of ten (10) years non-prorated protection including cost of labor to remove and replace part or all of the shingle system affecting performance, including replacement of any or all manufacturer products and components

included in the system warranty through the non-prorated and prorated duration of the warranty. A minimum of four (4) of the following manufacturer products may be required to achieve the specified manufacturer warranty; shingle, shingle starter course.

- d. The following information shall be included on all guarantee and warranty documents: owner's name, city or township, street address where work was performed, building name, owner project name, all roof areas involved and total square footage of all roof areas, and dates of coverage.
- e. The Contractor is responsible for providing copies of the standard warranties and registering all materials and products with the manufacturer.

## C. Construction

- 1. Roof system construction shall be in compliance with the NRCA (National Roofing Contractors Association) Roofing and Waterproofing Manual.
- 2. Roofing installation shall comply with fire restrictive rating as defined in the Wisconsin Administrative Code. Required rating on these roofs: U.L. Class A.
- 3. Once the work begins the work shall be continuous until completed.
- 4. Contractor shall propose a dumpster location that does not interfere with the facilities operations.
- 5. Contractor shall drape the surrounding ground to catch all falling debris during demolition and installation. Drape shall be cloth or canvas tarp that will not easily tear and extend a minimum of 10'-0" beyond the eaves or edge slide off and/or drop-off areas. The same ground cover protection shall be provided under and/or around dump truck or dump box locations at or alongside the building.
- 6. Remove and dispose of the existing shingle roof system and roof system components down to the roof deck.
- 7. Existing system nail and/or staple fasteners shall be removed during demolition, not hammered into the decking.
- 8. Existing materials designated to remain, which are damaged or defaced as a result of the work shall be replaced at the Contractor's expense in like new condition.
- 9. Notify the Engineer and/or Engineer's Representative once the roof deck is exposed. The Engineer or Engineer's Representative will inspect the condition of the decking and mark out locations where decking requires replacement per Section 13. Rough Carpentry Roofing (Allowance).
- 10. Supply and install new metal counter flashings and all required metal flashing for a complete system installation. New shingle and drip edge metal shall have proper

- overhang to provide positive drainage to avoid water and ice buildup along the perimeter of the roof.
- 11. Verify that wood blocking, curbs and nailers are securely anchored and that roof openings and penetrations are in place and set.
- 12. Verify that the substrate is clean, dry and free from sharp projections and depressions and that all surfaces and site conditions are ready to receive new materials.
- 13. Install the self-adhering ice and water backup protection membrane in accordance with the manufacturer's instructions, directly to the deck substrate. Membrane shall be cut, lapped and properly adhered to provide a void less and complete watertight closure.
- 14. Install synthetic underlayment over the entire roof deck area over the ice and water backup protection membrane to prevent the shingle from adhering to the ice and water backup protection membrane.
- 15. Install manufacturer supplied starter course of shingles. Starter course shall be installed 3/8" beyond eave and rake metal edge with self-sealing strip towards eave, fastened per manufacturer's instructions.
- 16. Apply shingles with manufacturer's required shingle exposure to the weather.
- 17. Install zinc or copper strips at middle run of sloped roof with minimum 2" exposure.
- 18. Install shingles across and diagonally up the roof with each course offset in accordance with the manufacturer's written instructions. The straight-up or racking method of application is unacceptable.
- 19. Place nails in each shingle per manufacturer's instructions. Drive all nails straight and flush with shingle. Do not break shingle surface with nail head. Do not drive nails into cracks in the roof deck. Repair faulty nailing immediately.
- 20. Flash all roof penetrations as shingling progresses up the slope of the roof. Use appropriate flashings interlaced and stepped in with the shingles and adhered with the use of plastic cement as recommended and approved by the manufacturer.
- 21. At completion of the shingle installation, sweep the entire roof surface to remove loose nails, shingles, granules, and other debris.
- 22. After removal of ground cover, Contractor shall walk the area beyond and under the debris drop-off area to clean up all debris by use of a wheel-magnet or eye-sight. Measurement and Payment

The City will measure Architectural Asphalt Shingled Roof Replacement by the square foot acceptably completed.

Payment for Architectural Asphalt Shingled Roof Replacement shall be payment for providing, handling, and storing all materials and for furnishing for all labor, tools, equipment and incidentals necessary to complete the work.

The City will pay for measured quantities at the Contract unit price under the following bid item:

ITEM #DESCRIPTIONUNIT1000.01Architectural Asphalt Shingled<br/>Roof ReplacementSF

# 12. FULLY ADHERED EPDM ROOF REPLACEMENT

#### A. General

The work under this Section includes all labor, material, equipment and related services necessary to remove the existing EPDM down to the deck and install a fully adhered EPDM roof system. The work includes installation of cover board over the wood decking and installation of metal fascia/drip edge on the perimeter and sides. Provide new roof penetration flashings as per manufacturer instructions, match existing, associated roofing system components and roof related construction as required to receive the manufacturer warranty as specified herein and on the plans and details.

#### B. Materials

#### 1. Insulation

a. Polyisocyanurate: ASTM C1289-13e1, Type II, Class 1, Grade 2; rigid board insulation with felt or fibrous mat facing on both sides. For adhered boards, maximum size of 48"x48". For mechanically attached boards maximum size of 48"x96".

## 2. EPDM Membrane

- a. Non-reinforced black 60 mil EPDM (Ethylene Propylene Diene Monomer) elastomer single ply rubber roof.
- b. Uncured flashing: Uncured black 60 mil EPDM elastomer as recommended by the membrane manufacturer or membrane supplier.
- c. Cured flashing: Non-reinforced black 60 mil EPDM elastomer as recommended by the membrane manufacturer or membrane supplier.
- d. Membrane and cured flashing shall comply with ASTM D4637, Type I.
- e. Perimeter securement strip shall comply with ASTM D4637, Type II.
- f. Approved EPDM Membrane manufacturers include:

- i. Carlisle SnyTec Systems
- ii. Firestone Building Products
- iii. Johns Manville
- iv. Versico Roofing Systems

## 3. Fascia/Drip Edge

- a. Prefinished aluminum: minimum thickness 0.040", coated with a minimum 70% Kynar (Kynar 500) fluoropolymer resin of 0.9-1.1 mil total dry film thickness.
- Shall comply with NRCA (National Roofing Contractors Association) Roofing and Waterproofing Manual and SMACNA (Sheet Metal and Air Conditioning Contractors' National Association) – Architectural Sheet Metal Manual.
- c. Drip Edge: Style D

## 4. Roofing Accessories

- a. Plumbing Vent Flashing: pre-molded boot with stainless steel draw-band clamp shall be approved and supplied by the membrane supplier.
- b. Termination Bar: ASTM B209, Series 3000, Temper H-14; minimum 0.10" thick, 1.25" wide aluminum with reverse band for sealant application along top edge shall be approved and supplied by the membrane provider.

## 5. Adhesive

- a. Bonding adhesives, cements, tapes, sealants and accessories: foam and solvent based adhesives and related prepping and cleaning agents required for the installation of a fully-adhered system membrane, seams, membrane flashing, membrane to insulation, insulation to insulation and deck shall be approved and supplied by the approved membrane provider.
- b. Water based adhesives are not acceptable.

#### 6. Fasteners

- a. Fasteners shall be approved and supplied by the membrane provider.
- b. For fastening perimeter securement strip: polymer coated screw and plate as recommended and supplied by the membrane supplier.

#### 7. Sealant

- a. Shall be ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A or O; FS TT-S-00230C, Type II, Class A; one-part polyurethane base, elastomeric joint sealing compound such as Sika Chemicals "Sikaflex 1a", Sonneborn-Contect "Sonolastic NP1" or Tremco "Vulkem 116", "Dynomic" or approved equal.
- b. Pourable Sealer shall be a 2-part polyurethane or other sealer intended for use by the membrane provider to seal provider approved penetrations accessories components. Sealer and penetrations accessories components shall be included in the membrane supplier warranty.

# 8. Cleaning Agent

a. Use a manufacturer approved cleaning agent to scrub membrane sheets prior to seaming.

## 9. Delivery and Storage

- a. Deliver materials in sufficient quantity to allow work to proceed without delays.
- b. Coordinate with the owner for storage of materials so as not to create a nuisance or hazard.
- c. Store materials on clean, raised platforms, with breathable, weather protected coverings when stored outdoors or as manufacturer directs.

#### 10. Submittals

#### a. Product Data

- i. Submit product data for each specified product. Include manufacturer's technical data sheets and installation instructions.
  - 1. Insulation
  - 2. EPDM Membrane
  - 3. Roofing Accessories
  - 4. Adhesive
  - 5. Fasteners
  - 6. Sealant
  - 7. Cleaning Agent
  - 8. Fascia/Drip Edge

## b. Samples

i. Submit manufacturer's full range of colors for sealant and fascia/drip edge color selection.

## c. Shop Drawings

i. Submit insulation supplier's shop drawings showing the layout of the tapered insulation.

## d. As-built Drawing

i. Submit an as-built drawing, fully dimensioned showing all seam and patch locations, and locations of any roof penetrations.

## e. Plan Sheet

i. Submit a plan sheet detailing material storage, debris containment and dumpster location.

## 11. Quality Assurance

- a. Roofing Contractor shall be recognized by the manufacturer of the roof system as an "approved" or "authorized" Contractor applicator of their system and all associated products.
- b. Roofing Contractor shall have been in business for a minimum of three (3) years and shall be able to document the successful completion of a minimum of three (3) projects of similar size and/or scope of work.
- c. Contractor shall perform a minimum of two (2) roof system inspections during the term of the guarantee.
- d. The first inspection shall be approximately two (2) years after installation date of five (5) year guarantee with final inspection to be performed within the last six (6) months of the guarantee.
- e. Contact the Owner to arrange a site visit date. Submit written inspection reports, including photos, emailed to the Owner after inspection is performed and prior to guarantee expiration.

#### 12. Warranty

- a. Provide a five (5) year written warranty for all roofing and flashing required under the Contract, to be watertight and free from defects in materials and workmanship.
- b. Provide manufacturer's standard twenty (20) year pro-rated guarantee against material defects and wind damage.

- c. The following information shall be included on all guarantee and warranty documents: owner's name, city or township, street address where work was performed, building name, owner project name, all roof areas involved and total square footage of all roof areas, and dates of coverage.
- d. The Contractor is responsible for providing copies of the standard warranties and registering all materials and products with the manufacturer.

## C. Construction

- 1. Roof system construction shall be in compliance with the NRCA Roofing and Waterproofing Manual.
- 2. Roofing installation shall comply with fire restrictive rating as defined in the Wisconsin Administrative Code. Required rating on these roofs: U.L. Class A.
- 3. Once the work begins the work shall be continuous until completed.
- 4. Contractor shall propose a dumpster location that does not interfere with the facilities operations.
- 5. The existing roof system shall be removed down to the roof deck.
- 6. All vertical surfaces to receive new flashing materials shall be thoroughly cleaned of existing adhesives, sealants, etc.
- 7. Verify that the substrate is clean, dry and free from sharp projections and depressions and that all surfaces and site conditions are ready to receive new materials.
- 8. Install membrane in accordance with the membrane supplier's recommendations.
- 9. Install membrane panels practical to minimize field seams; where necessary, lap seams in direction of flow.
- 10. Unroll membrane over the insulation and position without stretching. Allow to relax approximately 30 minutes or more, per membrane supplier's instructions, prior to seaming.
- 11. Restrain membrane with a termination bar at the roof perimeter, at adjacent walls and around any roof penetration base flashing using mechanically fastened continuous perimeter securement strip/metal termination bar, per manufacturer's instructions.
- 12. Prior to seaming, thoroughly clean membrane of excess dirt, dust, etc. Use manufacturer recommended cleaning agent. Scrub sheets with warm soapy water and rinse with clean water to insure clean surfaces.
- 13. Mix all primer and adhesive materials and apply in accordance with the manufacturer's recommendations.

- 14. All field seams shall be a minimum of 3". Seams may be made using either adhesives or tapes. After seaming, roll seams with a 2" wide steel roller, using positive pressure, perpendicular to the seam.
- 15. Apply flashing to seal membrane to vertical elements, at all T-seams and at other appropriate locations in accordance with the manufacturer's recommendations.
- 16. Use a minimum of 6" x 6" patch of uncured flashing over T-seams.

## D. Measurement and Payment

The City will measure and pay for Fully Adhered EPDM Roof Replacement by the square foot acceptably completed.

Payment for Fully Adhered EPDM Roof Replacement shall be payment for providing, handling, and storing all materials and for furnishing for all labor, tools, equipment and incidentals necessary to complete the work.

The City will pay for measured quantities at the Contract unit price under the following bid item:

ITEM#	<u>DESCRIPTION</u>	<u>UNIT</u>
1000.02	Fully Adhered EPDM	SF
	Roof Replacement	

# 13. ROUGH CARPENTRY – ROOFING (ALLOWANCE)

#### A. General

The work under this Section includes all labor, material, equipment and related services necessary to remove and replace any rotten, damaged, warped or otherwise structurally unsound rough carpentry including wood decking, fascia, rough framing, and wood blocking.

#### B. Materials

- 1. Wood Nail Deck 1"x6" Tongue and Groove
  - a. Use pressure treated plywood infill materials the thickness of the existing roof system unless otherwise indicated.
  - b. Use auxiliary preparation materials recommended by roofing system manufacturer.
  - At patch locations where full and half sheets of plywood are installed to replace deteriorated deck boards fasten the sheet as recommended by the manufacturer.
     Secure with no less than fasteners spaced at 8" o.c. at sheet perimeters and 16" o.c. in both directions of the sheets.

## 2. Fascia

- a. Use pressure treated plywood infill materials matching existing roof system materials unless otherwise indicated.
- b. CDX Douglas Fir 5-ply plywood.

## 3. Rough Framing/Wood Blocking

- a. Use infill materials matching existing roof system materials unless otherwise indicated.
- b. Pressure treated lumber shall be ALSC PS20, grade no. 2 or better, 19 percent maximum moisture content.

#### 4. Fasteners

a. Sizes and lengths to suit conditions.

#### 5. Submittals

- a. Product Data
  - i. Submit product data for each specified product. Include manufacturer's technical data sheets and installation instructions.
    - 1. Wood Nail Deck
    - 2. Plywood
    - 3. Wood Blocking
    - 4. Fasteners

#### C. Construction

- 1. Rough carpentry requiring replacement shall be at the Engineer's discretion once exposed. The Contractor shall coordinate with the Engineer or Engineer's Representative to mark out locations where decking requires replacement. A time and materials cost shall be agreed upon in writing with the Engineer before the work can proceed.
- 2. Wood Decking shall be removed and replaced in practicable plywood sheet sizes of 4'x4' or 4'x8'.
- 3. Shim, install and securely fasten all new wood nailers and blocking as detailed or required. Use longest lengths practical to minimize joints; stagger all joints a minimum of 8".

# D. Measurement and Payment

The Owner will measure Rough Carpentry - Roofing (Allowance) by time and materials acceptably completed as directed by the Owner or Owner representative.

The Owner will pay for measured quantities at the contract unit price under the following bid item:

ITEM#	<u>DESCRIPTION</u>	<u>UNIT</u>
1000.03	Rough Carpentry –	DOL
	Roofing (Allowance)	

# 14. PAY PLAN QUANTITIES

The following bid items will be paid per bid plan quantity:

ITEM#	<u>DESCRIPTION</u>	<u>UNIT</u>
1000.01	Architectural Asphalt Shingle	SF
	Roof Replacement	
1000.02	Fully Adhered EPDM	SF
	Roof Replacement	

# **15. PHOTOS**











