

# Parks, Buildings and Grounds Commission MEETING AGENDA



June 10, 2024 - 5:30 PM  
A/B Conference Room  
3805 S. Casper Dr.

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
  - A. March 11, 2024 Meeting Minutes
4. **NEW BUSINESS**
  - A. Recommend to Common Council to award the New Berlin Hills Clubhouse Building Envelope Project to the most responsive and responsible bidder, The Gardner Company, Inc. in the amount of \$108,369.00, and to reject the non-conforming bid from Roberts Restoration, Inc. and all Alternate bids.
5. **ADJOURN**

### **Supplemental Information:**

- The meeting agenda and agenda packet are available online at [www.NewBerlinWI.gov](http://www.NewBerlinWI.gov)
- The minutes are published online and are approved at the next regularly scheduled meeting.
- Action may be taken on any of the agenda items and the agenda may be discussed in any order.
- You may email comments to the City Clerk at [CitizenComments@NewBerlinWI.gov](mailto:CitizenComments@NewBerlinWI.gov). The comments will be forwarded to the mayor and governing body members. The emailed comments are not read during the meeting.
- The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals, regardless of their abilities, to engage and participate fully. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please contact the Office of the City Clerk at (262) 786-8610 or via email at [ClerksOffice@NewBerlinWI.gov](mailto:ClerksOffice@NewBerlinWI.gov) at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.

# Parks, Buildings and Grounds Commission MEETING MINUTES



March 11, 2024 - 5:30 PM  
Mayor's Conference Room  
3805 S. Casper Dr.

*Please note: Minutes are unofficial until approved at the next scheduled meeting.*

## MINUTES

### 1. CALL TO ORDER

Alderman Horbinski called the meeting to order at 5:30pm.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Present: Alderperson Horbinski, Commissioner Ferrante, Commissioner Rafel, Commissioner Wicihowski  
Excused: Mayor Ament

Staff Present: Katie Roth

### 3. APPROVAL OF MINUTES

#### A. February 12, 2024 Minutes

**MOTION:** Motion to approve February 12, 2024 Minutes

**VOTE:** Motion by: Commissioner Ferrante  
Second by: Commissioner Wicihowski  
Motion passed 4-0

### 4. NEW BUSINESS

#### A. Recommend to the Common Council approval of a contract with Kowalske Brewing, LLC. d/b/a Component Brewing to host beer garden events between June 16th, 2024 and October 13th, 2024 at Malone Park and Historical Park.

**MOTION:** Motion to approve a contract with Kowalske Brewing, LLC. d/b/a Component Brewing to host beer garden events between June 16<sup>th</sup>, 2024 and October 13<sup>th</sup>, 2024 at Malone Park and Historical Park.

**VOTE:** Motion by: Commissioner Wicihowski  
Second by: Commissioner Rafel  
Motion passed 4-0

### 5. UPDATES

None.

### 6. ADJOURN

**MOTION:** Motion to Adjourn at 5:36 pm.

**VOTE:** Motion by: Commissioner Wicihowski  
Second by: Commissioner Ferrante

Motion passed 4-0

***Respectfully Submitted,  
Robert T. Rafel, PB&G Commission Secretary***

***GENERAL INSTRUCTIONS TO BIDDERS  
AND  
SPECIFICATIONS FOR  
ROOF PROJECT***



***NEW BERLIN HILLS CLUBHOUSE  
BUILDING ENVELOPE PROJECT***



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## INVITATION TO BID

Project: **New Berlin Hills Clubhouse Building Envelope Project**  
**13175 W Graham Street, New Berlin, WI 53151**

1. Bids will be prepared in accordance with Contract Documents prepared by ***The Garland Company***, Phone (920) 309-2179, 6710 W Wisconsin Ave, Wauwatosa, WI, and dated April 10<sup>th</sup>, 2024.
2. Notice is hereby given that sealed Bids are due in the New Berlin City Hall – City Clerk office, by 10:00 A.M. CST/CDT on May 7<sup>th</sup>, 2024.
3. Bids will be publicly read at 10:05 a.m. on May 7<sup>th</sup>, 2024 in the Council Chambers at New Berlin City Hall located at 3805 S. Casper Drive, New Berlin, WI.
4. Oral, faxed or e-mailed Bids will be rejected.
5. All blanks on the Bid Form shall be filled in by typewriter print or manually in ink. If the filled areas are illegible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid Form or qualify the Bid in any manner.
6. Where so indicated on the Bid Form, the values shall be expressed in both words and figures. In the event of discrepancy between the words and figures, the amount written in words shall govern.
7. Bids will be submitted using the Bid Forms provided herein. Bid security shall be by a qualified surety in the form of a bid bond, in the amount of five percent (5%) of Bid amount, and shall be submitted with the Bid. Bidders shall agree to not withdraw the Bid for a period of ninety (90) days after due date of Bids.
8. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish in the amount of 100% of the contract prices, satisfactory Performance Bond, Labor and Material Payment Bond and Certificate of Insurance.
9. Bidding Documents will be available on April 10<sup>th</sup>, 2024. Bidders may obtain Bidding Documents only from the following site: Quest ebid doc #9046039 – Bid/RFP Listing. Documents will be available for download. Documents will not be mailed. **It is the responsibility of prospective Bidders to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All addenda must be acknowledged on the signature page in the area provided. Failure to do so may result in your response being rejected.**
10. Pre-Bid meeting and walkthrough on April 25<sup>th</sup>, 2024 at 10:00 AM. Meeting location is

New Berlin Hills golf Course, 13175 W Graham Street, New Berlin, WI. Parking is available in the side parking lot. **Please be on time as no accommodations will be made for late arrivals, this is a Mandatory Pre-Bid Meeting. NOTE: This will be the only opportunity for a walk through, therefore, be sure to bring all potential subcontractors. Vendors are also reminded to review all Bid Documents, etc. prior to arrival.**

12. The right to reject any or all Bids, either in whole or in part, or to waive any informalities or irregularities is reserved by City of New Berlin.

Published by Order of:  
City of New Berlin  
Buildings and Grounds  
(262) 786-8610  
3805 S Casper Dr  
New Berlin, WI 53151

## **Statement of General Purpose and Intent**

These General Instructions to Bidders and Specifications for Roof Project are intended to set forth the terms and specifications that will be the basis for a contract for the described project based on the competitive bidding procedures described herein. All qualified contractors are invited to participate in the bidding process.

## **General Project Requirements & Information**

The Owner, the Owner's Representatives, and the Contractor shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the project Contract is awarded. The Contract Documents consist of these General Instructions to Bidders and Specifications for Roof Project, Drawings, Addenda issued prior to bid opening, and written modifications issued after bid opening.

### **1. Owner's Representative**

The Owner's Representative is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. **Bob Loohuis, Facilities Supervisor** will serve as the Owner's Representative. The owner's representative, among other rights, have the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract and also have the authority to reject any and all materials, whether applied or not applied, if such materials are not in accordance with the Contract Documents.

### **2. Permits and Licenses**

All permits and licenses of a temporary or permanent nature necessary to the lawful execution of the work shall be secured by the Contractor. Contractor must supply a copy of all permits to the Owner. All permits shall be given to the Owner at the Mandatory Preconstruction meeting held prior to the beginning of construction.

### **3. Local Rules and Regulations**

The Owner or local governing body has certain rules and regulations, which are set as a standard for their operation or location. All such regulations shall be followed by the Contractor and Contractor's personnel at all times. The Contractor shall contact the Owner's Representative for specific information regarding the rules governing all operations of this project.

- 3.1 The Contractor's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out.

### **4. Temporary Utilities**

- 4.1 The Owner shall, where possible, provide existing electricity, lighting, water, and other utilities necessary for construction purposes. When this is not possible, the Contractor shall provide utilities at no additional cost to the Owner. The Contractor will furnish all connections to the electrical system. The Contractor shall furnish any temporary lights necessary for the work.
- 4.2 Subject to paragraph 4.1 above, water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. The Contractor shall complete any connections to the water system.

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- 4.3 At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of Contractor's work.
- 4.4 The Contractor will provide toilet facilities. Temporary toilets shall be the responsibility of the Contractor. The Contractor shall provide suitable facilities at the job site with the location of said facilities to be determined by the Owner's Representative. The Contractor's workmen shall gain access to the roof from the exterior only, unless otherwise directed by the Owner's Representative.

## **5. Condition of the Site**

The Contractor shall visit the job-site before submitting a bid to determine the field conditions affecting his/her work. The Owner will assume that Contractor is aware of all items pertinent to the work and has made allowance for the same in its bid.

## **6. Verification of Dimensions & Core Cut Data**

Dimensions and core cut data indicated in all drawings, in reference to existing structures or utilities, are the best available data obtainable but are not guaranteed by the Owner and the Owner will not be responsible for their accuracy.

- 6.1 Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, core cuts, grades, line levels, or other conditions of limitations at the site to avoid construction errors.
- 6.2 If any work is performed by the Contractor or any of his Sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to the specification requirements shall be assumed by the Contractor without reimbursement or compensation by the Owner.

## **7. Description of Work**

The work called for in the Contract Documents shall include the furnishing and installation of all roofing materials, insulation, fasteners, metal work, and other materials deemed to be a part of the overall system as specified in the Contract Documents.

## **8. Foreman Requirements**

- 8.1 The Contractor shall keep a competent foreman, satisfactory to the Owner, on the job at all times when work is in progress. The foreman shall not be changed without notifying the Owner.
- 8.2 The foreman shall represent the Contractor and all directions and instructions given to the foreman shall be as binding on the Contractor.
- 8.3 The foreman shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.
- 8.4 The Contractor, or his foreman, is responsible for daily communication with the Owner's Representative, about relevant areas of work in order that the Owner may protect goods, property, and personnel against possible damage or injury. The foreman shall have a complete copy of Contract Documents on the job site at all times.

## **9. Workmanship**

All workman shall be thoroughly experienced in the particular class of work in which they are employed. The Owner's Representative reserves the right to reject any workmen who do not have available skill(s) necessary to properly complete any job they are so assigned.

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## **10. Continuation of Owner's Operations**

- 10.1 The Contractor shall be required to erect such barriers, tarpaulins, doors, etc. as may be necessary to protect the Owner's operations while work is in progress. Any openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.
- 10.2 Because other activities of the Owner will be proceeding at the same time as the work covered by the Contract Documents, the Contractor shall cooperate with the Owner's Representative to insure that all Contract work progresses in a manner which does not conflict with other activities.

## **11. Protection of Work and Property**

The Contractor shall maintain adequate protection for all of their work to prevent damage, and shall protect the Owner's property and any adjacent property from injury or loss arising from this Contract.

- 11.1 The Contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and Contractor's workers from any dangers inherent with, or created by, the work in progress. OSHA guidelines must be followed at all times on the Owner's property.
- 11.2 The Contractor shall save the Owner harmless from any loss arising due to injury or accident to the public, or Contractor's workers, or from theft of materials stored at the job site.
- 11.3 All materials will be stored in locations other than on roof surfaces, except as necessary, and shall then be placed on wood pallets to protect roof surfaces at all times.
- 11.4 Before starting any work, Contractor shall protect all grounds, copings, paving, and the exterior of all building surfaces where work will be performed. Any damage to the existing building or grounds shall be repaired to original condition at no additional cost to the owner.
- 11.5 In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This covering shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- 11.6 Any areas of the building or grounds, which have become stained or damaged in any way, shall be repaired or replaced prior to the final inspection. The method of repair used must be acceptable to Owner.
- 11.7 **At no time will any equipment, materials or any other items be set on or stored on a new or completed roofing section.**

## **12. Delivery and Storage of Material**

The delivery of all materials shall have the Manufacturer's label intact and Legible Labels should be affixed to the outside of the package stating the type of product, name and address of the Manufacturer, and the job on which it is to be used. All materials shall be stored with as much protection as possible against weather, vandalism and theft. When such materials are purchased directly by the Contractor for said project, it shall be Contractor's responsibility to replace all damaged or missing materials.

## **13. Material Storage and Cleanup**

The Contractor shall keep the premise free from rubbish at all times and shall arrange Contractor's material storage so as not to interfere with the Owner's operations.

- 13.1 All damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a watertight manner, or as a result of any procedure or practice, will be corrected at the Contractor's expense. Included as damages, will be all labor costs incurred by the Owner as a result of such water

infiltration.

- 13.2 The Contractor will also be liable for any damage to the building and grounds, any "roof top equipment," any parked or passing vehicles, or any other item permanently or temporarily related to the facility, as a result of the roofing project and the actions of the Contractor, or its personnel; including, but not limited to, electrical, plumbing and adjacent roofs.

#### **14. Work In Progress/Changes**

Contractor shall take reasonable steps to detect existing deficiencies prior to the start of work. Should a structural deficiency be detected during the project, it shall be reported to the Owner, with advice concerning to what degree it will affect the long-term performance of the new roof repair. At the request of the Owner, such a deficiency shall be properly corrected, at an additional cost to the Owner.

- 14.1 The Contractor remains responsible to maintain a completely watertight condition of any roof area, which is so designated in the Contract Documents. Should progress be halted because of any changes, as determined by the Owner, the Contractor shall be responsible for providing a watertight condition until such time as the changes are approved.
- 14.2 Furthermore, the Owner reserves the right, should additional materials and/or labor be necessary for compliance with said recommendations, to request competitive bids from at least two (2) independent contractors qualified to perform work in such related areas. The Owner reserves the right to hold in abeyance the progress of any project until such time as said additional work had been properly completed.
- 14.4 The Owner may, without invalidating the original Contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the Contract price shall be adjusted as stated below with all work being done under the conditions of the original Contract except for such adjustments in the extension of time, as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
1. By final price adjustment
  2. By cost plus a guaranteed maximum
  3. By cost with a fixed fee
  4. By unit cost
- 14.5 If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost, together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner's Representative. The Owner's Representative shall have the authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the Contract price shall be valid unless so authorized.

#### **15. Separate Contracts**

- 15.1 The Owner reserves the right to do work or to allow other contracts in connection with the work. The Contractor shall afford other such contractors a reasonable opportunity to store their material and shall cooperate with them to the best of Contractor's ability to expedite the rapid completion of the work.

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- 15.2 If any portion of the Contractor's work depends upon the Owner's or other contractor's work, the Contractor shall inspect and approve such work before proceeding with its own. The Contractor shall notify the Owner of any defects in such work that will render subsequent work unsuitable. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the execution of Contractor's work, except as to defects that were not at that time observable and subsequently developed.

#### **16. Correction of Work Prior to Final Payment**

Once the project is complete, a final inspection will be completed by the roof coating Manufacturer. All items that require repair or change will be addressed in written format (i.e., a punch list), with copies being delivered to the Contractor and Owner's Representative. The Contractor shall promptly remove any work, according to this punch list, that does not meet the requirements of the Contract Documents, or is incorrectly installed or otherwise disapproved by the roof system manufacturer, as failing to meet the intention of the Contract Documents. The Contractor shall promptly replace any such work, without expense to the Owner, and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement. **The Contractor has 30 Calendar days to complete such work as noted on the final punch list.** After such point if all items are not corrected the Owner reserves the right to have all required work completed and bill the Contractor.

#### **17. Correction of Work After Final Payment**

The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the Contract by the Owner. Any defects, which arise during this period, shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

#### **18. Deduction for Uncorrected Work**

If the Owner's Representative deems it unnecessary to have the Contractor correct work, which has been incorrectly done, a deduction from the Contract price shall be agreed upon therefore. Such a deduction from the Contract price shall in no way affect the Contractor's responsibility for defects, which may occur, nor Contractor's liability for correcting them, and damage caused by them, as specified above in paragraph 17.

#### **19. Safety Regulations**

The Contractor shall comply with all applicable provisions of *Occupational Safety and Health Act* throughout the duration of the work. All Local and State safety regulations shall be followed in addition to but not limited to the following:

- 19.1 Set up area shall be on firm ground, reasonably level, and clear of wires and overhead obstructions. Locate all equipment away from areas where fumes and dust would enter fresh air intakes and windows.
- 19.2 Proper clothing shall be worn at all times. A long sleeved shirt, properly fitted pants without cuffs, and high-top shoes laced to the top will be considered to be the standard dress. Hard hats shall be used when there are hazards above.
- 19.3 All equipment will be checked prior to the project to insure that it is properly assembled and in safe operating condition. All hand tools shall also be inspected for safe operation, and where applicable, shall be properly grounded.
- 19.4 Ladders must be properly tied at the top and firmly placed at the bottom. Side rails of the ladder shall extend a minimum of three (3) feet above the roof top. All ladders must be kept away from power lines and used exclusively for the transportation of persons only.
- 19.5 Safety flags (perimeter lines) shall be placed in any area the distance from the

roof top to the ground exceeds six (6) feet. These flags are to be placed in those areas where work is in progress.

- 19.6 Proper first aid kits will be located in the set-up area of each job site. These kits shall contain the proper materials for the treatment of burns, fractures, etc. and shall be an approved kit. The Foreman of each project should have training in the application of first aid and knowledge of the nearest medical facilities and phone numbers of emergency personnel.
- 19.7 The Contractor shall be responsible for guarding against fires. Fire extinguishers shall be present on the job site at all times. All extinguishers should be checked no less than once a month and serviced by qualified personnel on a yearly basis. There shall be one (1) fire extinguisher present for each torch unit being used on the project. Said extinguisher will be located within twenty-five (25) feet of the torch being used. There will be at least one (1) serviceable, full sized extinguisher located at each kettle location.
- 19.8 Competent operators shall be in attendance at all times while equipment is in use.
- 19.9 Any loads placed on the roof at any point shall not exceed the safety load for which the roof is designed.
- 19.10 Pumping equipment shall be located on the ground at a safe distance from the building; the location being subject to approval from the Owner's Representative.

## **General Instructions to Bidders**

Owner expressly reserves the right to reject any or all bids, to investigate the qualifications and experience of any bidder, and to waive informalities, minor irregularities and discrepancies. Owner may cancel the bidding process at any time. Owner is not responsible for any costs incurred by bidders in the preparation and presentation of bids. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

### **1. Conference for Bidding Contractors**

All Contractors must attend a Mandatory Pre-bid Conference to inspect the job site and to insure comprehension of the Contract Documents. There shall be only one (1) Pre-Bid Conference for this project. **Contractors who do not attend the Pre-bid Conference shall be disqualified from bidding.** The Pre-Bid Meeting for bidding Contractors will be held on Thursday, April 25<sup>th</sup>, 2024 at 10:00 A.M. Bidding contractors shall meet at the front door of the New Berlin Hills Golf Course Clubhouse located at 13175 W Graham Street, New Berlin, WI 53151. Additional information about bidding dates, the times and dates for submittal of all bids, are described under "Preparation of the Bid".

### **2. Subcontractors**

The Contractor, prior to award of the Contract, shall furnish in writing to the Owner the names of persons or entities proposed as subcontractors for each principal portion of the Work. Owner, after due investigation, may object to any such proposed person or entity on reasonable grounds. The Contractor shall not contract with a proposed person or entity which the Owner has made objection.

### **3. Competency of Bidder**

To enable the Owner to evaluate the qualifications and financial responsibility of the Contractor, the successful bidder shall, when requested by the Owner, furnish the following information, which shall be sworn to under oath by the bidder or by a properly authorized Representative of the bidder:

- 3.1 How many years has your organization been in business as a Contractor? Has your organization changed names or declared bankruptcy for any reason within the last fifteen (15) years? If so, please fill out all information requirements under Section 4. for each organization.
- 3.2 How many years has your organization been in business under its present business name? Under what other or former names has your organization operated?
- 3.3 If your organization is a corporation, answer the following:
  - 4.3.1 Date of incorporation:
  - 4.3.2 State of incorporation:
- 3.4 If your organization is a partnership, answer the following:
  - 4.4.1 Date of organization:
  - 4.4.2 Type of partnership (if applicable):
  - 4.4.3 Name(s) of general partner(s):
- 3.5 If your organization is individually owned, answer the following:
  - 4.5.1 Date of organization and Name of Owner:
- 3.6 If the form of your organization is other than those listed above, describe it and name the principals:
- 3.7 Is your organization legally qualified to do business in Wisconsin?

[Type here]

- 3.8 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
  - 3.8.1 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 3.9 On a separate sheet, list major projects in Wisconsin your organization has in progress, giving the names of the project, owner, architect, contract amount, percent complete and scheduled completion date.
- 3.10 On a separate sheet, list the major projects your organization has completed in Wisconsin in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.12 Surety:
  - 4.12.1 Name of the bonding company:
  - 4.12.2 Name and address of agent:
- 3.13 Financial Statement.
  - 4.13.1 Attach an audited financial statement with your organization's balance sheet and income statement.

#### **4. Disqualification of Bidders**

Any one (or more) of the following causes may be considered to be sufficient for disqualification of a bidder and the rejection of his/her bid:

- 4.1 The failure to attend the pre-bid meeting at the time and place so described under Bidding Dates.
- 4.2 Any evidence of collusion among bidders.
- 4.3 Incorrect use of the "Proposal" as provided by the Owner. Incorrect use shall be defined as the changing or deleting of any part shown on said Proposal. The Proposal is designed to afford all bidding contractors an equal format from which to present their bidding amounts. Any additions to or changes in said format shall disqualify the contractor's bid.
- 4.4 Direct contact, in any form, between the Owner and bidding Contractor after the bid opening and prior to the award of said Contract, must be initiated by the Owner's Representative. Changes in the Proposal after the opening of the bids will not be accepted. Any questions regarding the progress of Contract award shall be referred to the Owner's Representative.
- 4.5 Lack of expertise as shown by past work or incomplete work under other Contracts, which in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if so awarded.
- 4.6 Lack of responsibility as revealed by either financial, experience, or equipment statements, as submitted.

#### **5. Responsibility of Measurements, Quantities and Labor**

The bidding contractors shall be solely responsible for the accuracy of all measurements and for estimating the initial quantities required to satisfy these Specifications. Each bidder must inform himself fully of the condition relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract.

#### **6. Discrepancies and Addendum**

Should a bidder find any discrepancies in the drawing and/or Specifications, or if any items are in doubt as to their meaning, the bidder shall notify the Owner at once, who will send a written addendum to all bidders concerned. Oral instructions, or decisions, unless confirmed by an addendum, will not be considered valid, legal or binding. All

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discrepancies must be submitted to the Owner no less than forty-eight (48) hours prior to the opening of the bids. No extras will be canceled because of the failure of the Contractor to include work called for in the addendum in his bid. Failure of any bidder to receive any such addendum or interpretation of said discrepancies shall not relieve such bidder from any obligation under his/her bid as submitted. Any addenda so issued shall become part of the Contract Documents.

## **7. Notification of Changes**

The Change Notice form, as provided in the Contract Documents, shall constitute the only approved form for requesting additions or deletions from the base Specification as proposed. Failure to properly complete and submit this form prior to the actual change will void any responsibility on the part of the Owner to compensate the Contractor or Subcontractor for any additional work completed.

## **8. Substitution of Specified Material**

**A request for substitution will only be considered if submitted by a bidding contractor who was present at the mandatory pre-bid meeting.** Whenever a particular make of material or trade name is specified herein it shall be regarded as being indicative of the standard required. Any request for substitution must be delivered to the owner's representative 72 Hours before Bid Due date. Any approved substitutions for materials shall be via addenda only.

All items listed under Engineering Services, Manufacturer Services and Material Samples must be delivered to the owner's representative by the time/date listed above. No exceptions. The "Manufacturer's Check List" form (pages 20-24) must also be included.

Engineering Services - Any material substitution request must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. The report must contain the following documents.

- 8.1 Material Certification - This report must show that the requested material(s) meet or exceed all aspects of the design and performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected.
- 8.2 Design Certification – The party requesting a substitution must also have the written specification and detailed drawings certified, stamped and signed by a professional engineer licensed in the state in which the installation is to take place. The licensed professional will assume complete liability for the work to be completed, and that all the work will be completed in strict tolerances set forth in the bidding documents. Substitution requests submitted without licensed engineer approval will be rejected.

Manufacturer Services - Any material substitution request must be accompanied by a report signed and notarized from the manufacturer's president illustrating the following services to be provided to the owner during the specified project.

- 8.3 Manufacturer's representative – List a minimum of two representatives that will be monitoring the roof project, including contact information. Each representative must have a minimum of 1 years experience with the company.
- 8.4 Electronic Reporting Format – Show information for the manufacturer's electronic reporting format. Give the access information for the owner to go on-line and view a sample progress report including job-site photos. All job progress reports must be obtainable via the internet.
- 8.5 Preconstruction Meeting – The manufacturer's representative will be responsible to schedule and coordinate the formal preconstruction meeting with all relative

- trades. Include a document illustrating all items to be covered during the preconstruction meeting.
- 8.6 Routine Job-site inspections – The manufacturer’s representative must perform a minimum of three job-site inspections each week.
  - 8.7 Weekly progress report – The manufacturer’s representative must post a weekly progress report (including construction photos) on the internet for the owner to review.
  - 8.8 Final Inspection - The manufacturer’s representative must complete a final inspection once the contractor has completed all work in relation to the contract documents. A copy of this report must be delivered to the owner’s representative. The manufacturer’s representative must also field verify that all punch list items have been completed. Inform the owner of such completion.
  - 8.9 Warranty Hard Copy – Deliver a copy of the warranty to the owner within 30 calendar days of job completion (see 11. Manufacturer's Guarantee/Responsibilities). A written and publicly notarized statement from the manufacturer stating to the Owner all of the associated requirements according to paragraph 11 below, Manufacturer's Guarantee/Responsibilities.
  - 8.10 Annual inspections – The manufacturer’s representative must also perform annual inspections of the job site at no cost to the owner throughout the life of the warranty.

*Material Samples* - Any substitution request must include the following material samples and/or supporting documentation. During the course of the work, the Owner's Representative may secure samples of the materials being used from the containers at the job site, and submit them to an independent testing laboratory for comparison. If the results of the independent testing laboratory prove that the materials are not comparable and equal to the specified materials, the Contractor shall pay for the testing and the Owner reserves the right to an equitable adjustment of its contract price.

- 8.11 A written application for approval of the proposed material, an explanation of where it is to be applied, and in what quantities.
- 8.12 A twelve inch by twelve inch (12" x 12") sample of coating that meets or exceeds the listed performance criteria in this specification. Material samples that do not meet or exceed the listed performance criteria will not be approved. All data sheets and MSDS sheets must accompany the material samples.
- 8.13 A quart sample of all adhesives or liquid materials to be used on the project. All data sheets and MSDS sheets must accompany the material samples.
- 8.14 A certificate from an accredited testing laboratory comparing the physical and performance attributes of all proposed materials with those of the specified materials.
- 8.15 A list of at least five (5) jobs where the proposed alternate material was used under similar conditions. These jobs must be located within a two hundred (200) mile radius of the project site. Each job must be at least five (5) years old and each must be available for inspection by the Owner's Representative. A list of contact names and phone numbers must also be included as well as the executed warranties.
- 8.16 A sample “mock-up” of the proposed roof system. The sample shall be at least 18” x 18” and include all associated roofing components from the deck up to the final aggregate surfacing.
- 8.17 The Manufacturer’s Checklist filled out in its entirety. All required references and representatives must also be included.

## 9. Start Date and Completion Dates

The following regulations shall be implemented by the Contractor when requested by the Owner's Representative:

- 9.1 Contractor shall be prepared to begin and completely finish work as listed below:  
Start Date: June 1<sup>st</sup>, 2024  
Completion Date: October 15<sup>th</sup>, 2024

*or as soon as weather conditions permit.* Contractor shall advise the Owner and Owner's Representative in writing within three (3) days of the anticipated start date. Should the Contractor be unable to meet the scheduled start date(s) the Owner reserves the right to cancel all pending Contracts with said Contractor.

## 10. Manufacturer's Guarantee/Responsibilities

References to the "Manufacturer" herein mean the original manufacturer of the roofing membrane to be provided under Section 07311 of the technical specifications. The Contractor shall be required to furnish a 5-year Labor guarantee to the Owner when the project is complete. The Manufacturer's guarantee shall consist of a minimum 25-year warranty. The entire warranty will be required to cover all labor and materials for the entire roof system and all of its components from the roof deck up through the entire assembly of the roof system. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Contractors not approved by such manufacturers will be required to fulfill all obligations deemed necessary by that manufacturer. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees, or representations be made by any agent or employee of the Manufacturer unless such alterations, amendment, or additional representation is issued in writing and is signed by a duly authorized officer of the installed Manufacturer and sealed with the corporate seal.

- 10.1 The Manufacturer shall submit directly to the Owner's Representative the original guarantee within sixty (60) days from the date of final inspection. No guarantee shall be issued until such time as all invoices pertaining to materials have been properly paid.
- 10.2 The Owner reserves the right, if necessary, to withhold five percent (5%) of the Original Contract price until such time as all warranties have been properly received.
- 10.3 All items noted during the final inspection shall be completed within thirty (30) calendar days from date of inspection.
- 10.4 The Owner reserves the right to withhold final payment until such time as all items are completed to the satisfaction of the Manufacturer and its representative and the Owner's Representative.
- 10.5 It is the intent of the specifications that, when the work is completed, there should be no reason based on the work by the Contractor that the Contractor will not be able to obtain the Manufacturer's guarantee. The contractor must be an approved applicator of the manufacturer prior to bidding such project. In furtherance of that intent, Contractor shall be required to arrange for and coordinate inspection of the roof system as the work progresses by a qualified representative of the Manufacturer three times per week. The inspector shall observe the work, spending at least one hour per visit, and shall note any deficiencies in the work or failure to perform the work in accordance with the Manufacturer's requirements and the Contract Documents. Upon request, the Manufacturer shall provide a job progress report at least one per week to the Owner's Representative from the start of the work to its completion.

## **11. Schedule of Payments**

All payment requests for material on site, change notices, work in progress, or job completion shall be approved by the Owner's Representative prior to the issuance of payment. Accordingly, Contractor shall establish with Owner, the Owner's procedure for payment and retainer prior to the commencement of work on this project.

- 11.1 The Contractor has the option upon delivery of materials to the job site, to submit the proper invoice for payment in final (100%) for all such materials.
- 11.2 When the job is in progress, the Owner agrees to pay, upon the request of the Contractor, no more than Ninety-Five percent (95%) of the total Contract price equivalent to the percentage of work completed at that time. Payment is to be made within 30 days of invoicing, but no more than one pay request may be made within a 30 day period.
- 11.3 Partial or progress payments shall not relieve the Contractor of performance obligations under this Contract, nor shall such payments be viewed as approval or acceptance of the work performed.
- 11.4 Partial waiver of lien from all major Suppliers and Subcontractors, where applicable, as requested by the Owner, shall accompany each payment request to confirm and acknowledge disbursement of the payment. Partial waivers of lien shall be properly completed and shall list the cumulative amount of payment received by the date of the waiver. This requirement shall not be waived unless agreed upon in writing by the Surety and/or Owner.
- 11.5 Owner reserves the right to issue Joint Checks to the Contractor and other suppliers for materials, if deemed in their best interest.
- 11.6 Final payment shall be withheld until all provisions of Specifications are met, including all necessary clean-up, and Owner has written verification of completion from Owners Representative.

## **12. Liens**

The Contractor shall, if required by the Owner, furnish the Owner a release in full of all liens arising out of this Contract or in lieu thereof, receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts involving all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazards of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien; remains, the Contractor shall refund to the Owner necessary funds to discharge such a lien including all cost and attorney fees.

## **13. Pre-Construction Meeting**

The pre-construction meeting shall be held prior to the start of each project. This meeting shall include the Contractor, the Owner's Representative, and the Manufacturer. The condition of the buildings and grounds areas shall be recorded, and the Contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related project. Any existing conditions shall be so noted during this meeting and shall be submitted by the Owner's Representative in writing.

## **14. Contractor Questions**

Questions regarding this bid should be directed to the Owner's Representative. It is the Contractor's responsibility during the course of the work to bring to the attention of the Owner's Representative any defective membrane, insulation, or decking discovered where not previously identified.



**15. Standardized Procedures**

Procedures not itemized in these specifications, but reasonably inferable, shall be included in the work and should be reflected in the bidders' quotation. These procedures will be done in accordance with the Manufacturer's directions or according to the latest publication of the NRCA Manual, whichever is applicable.

**16. Hazardous Materials**

Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

### **GENERAL:**

Carefully review Project Manual, including Bidding Requirements, General Requirements, Specifications, Alternates, and Amendments, all of which contain provisions applicable to all Bidders. Successful Bidder will be required to execute all Work belonging to their Contract which is stated in the Specifications, or reasonably implied as necessary to complete their Contract, including removal of existing work and preparing present work to receive new, if such be the requirements of actual job conditions.

Visit site to become acquainted with: Adjacent areas; means of approach to the site; present conditions of project site; and facilities for delivering, storing, placing and handling of materials and equipment. Compare Specifications with existing work in place, inspect demolition requirements and inform yourself of all conditions affecting execution of Work, including other new work, if any, being performed.

### **WORKSITE AVAILABILITY:**

A specific window of opportunity exists for completion of the Work, therefore Work shall commence on the date noted in the Bid Form. Construction activities may take place between **7:00 AM and 7:00 PM Monday through Friday, 8:00 AM – 5:00 PM on Saturday and no work will be allowed on Sundays.**

### **DOCUMENTS:**

Bidders shall be familiar with all Bidding Requirements and proposed Contract Documents. See General Conditions for definition of Contract Documents.

### **BID FORM:**

Alterations of or amendments to Bid Form, attachments thereto, or inclusion of any correspondence, or other written or printed matter or details of any nature other than that specifically called for may disqualify Bid. No e-mailed alterations to the Bid will be accepted.

Only Bids which are made on regular Bid Form will be considered. No Bids for any arbitrary subdivision or sub classification of Work required by requested Bid(s) will be accepted.

Requirements of Signing: Include with each Bid full business address of Bidder. Bids by corporations shall be executed in the full legal name of the corporation, giving State of incorporation and be signed by an authorized officer or officers, who shall, in each case, type or print name and corporate title beneath the signature. Partnership Bids shall state the full name of all partners, e.g., “Smith and Jones, a partnership of John S. Smith and William B. Jones”. Such Bids must also be signed by an authorized partner or other representative, typing or printing the name and title of the signer beneath the signature. Individuals operating as a business shall sign Bids, typing or printing the individuals name followed by the words “Sole Proprietor” beneath the signature. When requested by Owner, furnish satisfactory evidence of agency or authority of any person signing on behalf of another.

Submission of Bids: Reference Bid Form, Section 2.

## **CONTRACT AND CONTRACT DOCUMENTS:**

The Contract into which successful Bidder will be required to enter is based on City of New Berlin General Terms and Conditions of Service (as modified by Owner). Familiarize yourself with the provisions of this document.

## **ACCEPTANCE OF BID (AWARD):**

It is the intent of the Owner to award a Contract or accept any Bid which will be in the best interests of the Owner, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner reserves the right to waive informalities or irregularities in a Bid received and to accept the Bid, which in the Owner's judgment, is in the Owner's best interests.

The Owner reserves the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsible Bidder on the basis of the Base Bid and Alternates accepted.

## **WITHDRAWAL OF BIDS:**

Matters pertaining to the withdrawal of a Bid and to claims of error, omission or mistake in preparing or submitting a Bid shall be governed by Section 66.0901 of the Wisconsin Statutes.

All Bids shall be effective and open for acceptance for a period of ninety (90) days after date set for opening of Bids.

## **RESERVATION:**

Owner reserves the right to: reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, reject a Bid which is in any way incomplete or irregular, waive any irregularities in any Bid, accept any Bid which will be in best interests of Owner.

## **INADEQUACIES AND OMISSIONS:**

Failure to request timely clarification or interpretation of Bidding Documents shall not relieve Bidder/Contractor of responsibility to execute the Work in accordance with the intent of the Contract Documents. Signing of Contract means that the Contractor has thorough comprehension of full intent and scope of Contract Documents.

The Owner and his consultants are not responsible for oral instructions.

#### **INTERPRETATIONS AND CORRECTIONS:**

Carefully review and compare all parts of the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is being submitted. Examine the site and local conditions, and immediately report to the Owner errors, inconsistencies or ambiguities discovered.

Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Owner, received in Owner's office at least seven (7) days prior to the date set for receipt of Bids.

Interpretations and corrections of and changes to the Bidding Documents will be made in writing by Addendum only. Interpretations and corrections made in any other manner are not binding. Bidders shall not rely upon verbal instructions or information.

#### **POWER OF ATTORNEY AND BOND REQUIREMENTS:**

Submit with each Bid a bond executed by an attorney-in-fact, including a certified and effectively dated copy of his power of attorney. Where the certification is by facsimile, or otherwise does not bear an original signature, the bonding company must be qualified for recognition under facsimile execution.

**CITY OF NEW BERLIN  
GENERAL TERMS and CONDITIONS  
FOR THE NEW BERLIN HILLS GOLF COURSE ROOF REPLACEMENT**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the vendor identified below (hereinafter referred to as “Vendor”). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance and Policy Endorsements, bid bond, performance and payment bonds shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the “Contract” between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the “Project”. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

The work will be substantially completed on or before October 15, 2024, and completed and ready for final acceptance and payment in accordance with this Agreement on or before May 15, 2024, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time. As a consequence and not as a penalty, but rather to cover the City’s costs if the milestones are not achieved and the work causing baseball games to be moved or cancelled is not completed by the completion date, the parties agree that the City shall be entitled to liquidated damages in the sum of \$500.00 (five hundred dollars) per day as to when substantial completion is delayed.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract on an hourly basis as provided for hereunder in the amount of \$\_\_\_\_\_ together with contingencies in the sum of \$\_\_\_\_\_ for a total contract price of \$\_\_\_\_\_. It is expressly understood by the parties hereto that under no circumstances shall the total contract price including contingencies and change orders exceed the total contract amount of \$\_\_\_\_\_. The specific bid prices shall be as follows:
- a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
  - b. The estimated total of all unit price work for the base bid is \$\_\_\_\_\_. These prices are based on estimated quantities.
  - c. These quantities shall be adjusted based upon the actual work performed.
  - d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement upon final completion and acceptance of the work. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:
- a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
  - b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
  - c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.

- d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.
- e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution there by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and

contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

- a. General Aggregate: \$2,000,000.00
- b. Personal Advertising Injury: \$1,000,000.00
- c. Each occurrence: \$1,000,000.00
- d. Fire damage: \$50,000.00
- e. Medical Expense, any one person: \$5,000.00
- f. Automobile liability: CSL \$1,000,000.00
- g. Excess liability umbrella form: \$1,000,000.00 per occurrence
- h. Excess liability umbrella form: \$2,000,000.00 in the aggregate with a self-insured retention limit of not greater than \$10,000.00
- i. Professional Liability, General Aggregate: \$2,000,000.00
- j. Professional Liability, Each Occurrence: \$1,000,000.00
- k. Builder's Risk coverage with limits acceptable to the City

endor shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Vendor agrees to require that the insurer list the City as an Additional Insured on a primary and non-contributory basis and to provide adequate evidence of said status through the liability insurance endorsement. Vendor shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.



15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

16. Limitation on Liability. The City's liability to the Vendor shall not exceed the sums paid by the City to the Vendor under this contract. In addition, to the extent that the Vendor seeks indemnification from the City, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Vendor for its own negligence or intentional conduct.

17. Protection of the Project Site. Vendor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner to as to prevent workers and passersby from unexpectedly entering hazardous areas of the project site.

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency or conflict between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of or resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as

the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

21. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Vendor may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

22. Termination of Contract. This contract may be terminated as follows:

- a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.
- b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of

the Contractor, site inaccessibility or inability of others to obtain materials, labor, equipment or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided that the Contractor reports the delay, both verbally and in writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

The Contractor acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Contractor further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Contractor's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

27. Records and Reports. Records relating to the performance of the services under this Contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Vendor understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this Contract, Vendor shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this Contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Vendor, excepting for errors and omissions associated with the completed project, services and documents performed under this Contract.

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a subsequent agreement executed by all parties.

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

**CITY:**  
City of New Berlin

**VENDOR:**

\_\_\_\_\_  
[Insert Vendor Name]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name & Title]

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name & Title]

## **ADDENDUM TO CITY OF NEW BERLIN CONTRACTS**

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal regulations related to the City's receipt of American Rescue Plan Act Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. The contractor agrees to comply with the applicable requirements of Section 603 of the American Rescue Plan Act (hereinafter referred to as the "Act") regulations adopted by the US Department of Treasury (hereinafter referred to as the "Treasury") pursuant to Section 603(f) of the Act and the guidance issued by the Treasury regarding the foregoing. The contractor also agrees to comply with all other applicable federal statutes, regulations and executive orders and shall provide for such compliance by other parties, including subcontractors in any agreements it enters into with other parties related to this award.
2. Statutes and regulations prohibiting discrimination and applicable to this contract include, but are not limited to the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 USC, §2000 D, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 22, which prohibit discrimination on the basis of race, color or national origin under programs or activities receiving federal financial assistance.
  - b. Fair Housing Act. Title VIII of the Civil Rights Act of 1968 (42 USC, §3601, et. seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC, §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
  - d. The Age Discrimination Act of 1975, as amended (42 USC, §6101, et. seq.) and Treasury's implementing regulations at 31 CFR, Part 23, which prohibit discrimination on the basis of age and programs or activities receiving federal financial assistance; and
  - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC, §12, 12101 et. seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.
3. Equal Employment Opportunity. During the performance of the contract, the contractor will be required to comply with Equal Opportunity Employment Statutes as outlined in 47 CFR, §90.168.
4. Copeland Anti-Kickback Act. The contractor shall comply with 18 USC, § 874, 40 USC, §3145 and the requirements of 29 CFR, Part 3, as may be applicable, which are incorporated by reference into this contract.



5. Contract Work Hours of the Safety Standards Act.

- a. Overtime Requirements. No contract or subcontract contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he/she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.
  - b. Violation. Liability for unpaid wages; liquidated damages: In the event a violation of the clause set forth in (a) above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of this section.
  - c. Withholding fund paid wages and liquidated damages: The City of New Berlin shall, upon its own action or upon written request of an authorized representative of the US Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same contractor or any other federally assisted contract subject to the contract work hours and Safety Standards Act, which is held by the same contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractors or subcontractors or unpaid wages and liquidated damages as provided in the clause set forth in this section.
  - d. Subcontract. The contractors or subcontractors shall insert in any contract the clauses set forth in Paragraph B, 1-4 of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs B, 1-4 of 21 CFR, §5.5.
6. Clean Air Act and Federal Water Pollution Control Act. Contractor needs to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC, §7401, et. seq.
7. Debarment and Suspension. This award is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such, the contractor is required to verify that none of the contractors principals (defined in 2 CFR, §180.995) or its affiliate (defined in 2 CFR, §180.1.905) are excluded (defined in 2 CFR, §180.940) or disqualified (defined in 2 CFR, §180.935). Selected contractors must comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of New Berlin. If it is later determined that the contractor did not comply with 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, in addition to remedies available to the City of New Berlin, the federal government may pursue available remedies including, but not limited to, suspension and/or

disbarment. The contractor and the bidder or proposer agree to comply with the requirements of 2 CFR, Part 180, Subpart C and 2 CFR, Part 3000, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This contractor and the bidder or proposer further agrees to provide a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment. The contractor shall file the required certification. The contractor and all subcontractors certify that they will not and have not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress, or employees of the City of New Berlin in connection with obtaining any federal contract, grant or any award covered by 31 USC, §1352. Each tier, including the contractor and all subcontractors, shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certifications to the awarding agency. If the agreement exceeds \$100,000.00, the contractor must certify compliance with the Byrd Anti-Lobbying Amendment.
9. Procurement of Recovered Materials. Contractor shall comply with 2 CFR, §200.323 as applicable.
10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall comply with 2 CFR, §200.216, as applicable.
11. Domestic Preferences for Procurements. Contractor shall comply with 2 CFR, §200.322.
12. This Exhibit A is intended to incorporate those federal laws and regulations that apply to this contract. If the contractor believes that any law or regulation described herein is not applicable in this contract per the terms of the federal law or regulation, the contractor shall present their position in that regard to the City of New Berlin with a written change order request. The laws cited herein shall be followed by the contractor and all subcontractors unless the municipality agrees that the cited federal law or regulation does not apply, and the change order is approved by the City of New Berlin Common Council.



## **ADDENDUM TO CITY OF NEW BERLIN CONTRACTS**

This Addendum is made and entered into and shall be considered an attachment as Exhibit B to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Federal Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute §19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.



9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties. The City may include a clause, however, that any equipment being supplied under a City contract must interface well and be compatible with existing equipment utilized by the City of New Berlin, which is identified as the following: \_\_\_\_\_.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR §180.
13. City contractors do hereby certify that they are not designated by the federal government as being precluded from engaging in federal contracts.
14. The City of New Berlin, its employees, officers, agents, contractors and assigns may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal, State or City contract or grant; a gross waste of Federal, State or City funds; an abuse of authority relating to Federal, State or Local Contractor Grant; a substantial and specific danger to public health, safety or welfare; or a violation of law, rule or regulation related to a Federal, State or City contract (including, but not limited to, the competition for or negotiation of a contract) or Grant. The entities to which disclosure of such information includes, but is not limited to the following entities:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for contract grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A Court or Grand Jury;
  - g. A management official or other employee of the City;
  - h. A contractor of the City;
  - i. A subcontractor of the City, which has the responsibility to investigate, discover or address misconduct;
  - j. An official of the State of Wisconsin, or other employee, agent or contractor of the State who has the responsibility to investigate, discover or address misconduct.
15. This Policy shall be disclosed to all City officers, agents, contractors or assigns and shall be included as part of the City's Addendum for City contract.
16. The City shall engage in a cost and price evaluation analysis to include independent estimates of the cost of the equipment or service before placing the matter out for bid.

17. When the City is engaged in negotiating purchase of goods and services, the profit in the contract shall be negotiated independently from the materials and labor. In any contract entered into by the City of New Berlin for the acquisitions of goods and services shall require remedies in the event of a breach of the agreement and shall include provisions for termination as to cause.

**City of New Berlin**  
**New Berlin Hill Clubhouse Building Envelope Project**  
**13175 W Graham Street, New Berlin, WI 53151**

**BID FORM**

1. **GENERAL DIRECTIONS TO BIDDERS**

- A. All Bids must be submitted on these standard form sheets inclusive without modification. Fill out all blanks on the Bid Form by typing or writing in ink. Sign in ink. Erasures or other changes in Bid must be explained or noted over signature of Bidder. Enter Bid amount in both written words and printed figures in spaces provided on Bid Form. In case of conflict, amount given in written words will govern.
- B. Base Bid(s) must be for Work bid in strict accordance with the Drawings and Specifications. **INCLUDE BOND(S) COSTS IN THE BASE BID(S)**. All requested Alternates must be bid. If no change to the Base Bid applies, enter “No Change.”
- C. Bid Forms containing qualifications, conditions, omissions, unexplained erasures, alterations or items not called for in Bid Form or other irregularities of any kind may be rejected at the discretion of the Owner.
- D. Bidders shall examine the provisions of the Project Manual thoroughly to ensure compliance with all bidding requirements.
- E. Bidders shall only submit the Bid Forms included in the Project Manual – DO NOT return the Project Manual.
- F. Bidders shall ensure that all items in the Bid Form such as Work Schedule, Bidders Official Title and Signature, and Proof of Responsibility are properly executed.
- G. A bid must be accompanied by a bid security made payable to Owner in an amount of 5% of bidder’s maximum bid price (determined by adding the base bid and all alternates), and in the form of a certified check, bank money order or a bid bond issued by a surety acceptable to the City. The bid security will be retained by the City until the City awards the contract to such bidder and such bidder has executed the contract documents and met the other conditions of the Notice of Award, where upon the bid security will be released. If the successful bidder fails to execute and deliver the contract documents and furnish the requirements contract security within 15 days after the Notice of Award, the Owner may consider the bidder to be in default and annul the Notice of Award and the bid security of that bidder will be forfeited. Such forfeiture shall be the Owner’s exclusive remedy if the bidder defaults.

- H. The Bidder shall be required to identify any subcontractor, suppliers, individuals or entities to be submitted to the Owner 14 days in advance of the City's acceptance of the agreement. The apparent successful bidder shall, within 5 days after the bid opening, submit to the Owner a list of all such subcontractors, suppliers, individuals or other entities that will be utilized in the completion of the work. An experience statement with pertinent information regarding similar projects and other evidence of qualification for the work that the subcontractor will be performing is required. If the Owner, after review of such information, determines, in its sole discretion, that such subcontractor, supplier, individual or entity is not satisfactory, the Owner, prior to the Notice of Award, shall give notice to the successful bidder requiring that an acceptable substitute be provided. In the event there is any adjustment to the cost as a result of said substitution, Owner may take that into consideration in making the contract award. In the event that the contractor fails to make the substitution requested, the Owner may award the contract to the next lowest responsive responsible bidder.
- I. Bids not conforming to the above directions may be declared irregular and are subject to disqualification at the discretion of the Owner.

THE BIDDER HEREBY AGREES THAT THIS BID IS INVALID WITHOUT BIDDER'S SIGNATURE APPEARING IN THE SIGNATURE BLOCK ON THE LAST PAGE OF THIS BID FORM.

2. BID SUBMITTAL PROCEDURE

In submitting a Bid, the Bidder represents that:

- He/She thoroughly reviewed and understood the Bidding and Contract Documents and the Bid is made in full accordance with these documents and amendments issued thereto.
- He/She has thoroughly reviewed and understands the Bidding and Contract Documents related to the Work of other portions of the Project, if any, being bid concurrently or presently under construction.
- He/She has thoroughly reviewed informational reports and documents available to him/her, visited the project site, become familiar with actual local conditions under which the Work is to be performed and has correlated his/her evaluations and personal observations with the requirements of the Bidding and Contract Documents.
- The contract for the work, if awarded, will be on the basis of materials and equipment specified or described in the bidding documents, and those or equal or substitute or materials and equipment subsequently approved by the Owner prior to the submittal of bids and identified by addendum. No item of material or equipment will be considered by Owner as an or equal or substitute unless written requests for approval has been submitted by the bidder and has been received by the Owner at least 10 days prior to the date of receipt of bids in the case of a proposed substitute. The burden of proof on the merit of the proposed item is upon the bidder. The Owner's decision of approval or disapproval of a proposed item will be final. If the Owner approves any such proposed items, such approval will be set forth as an addendum issued to all perspective bidders. Bidder shall not rely upon approvals made in any other manner. All prices

that Bidder sets forth in this bid shall be based on the presumption that the contractor will furnish the materials and equipment specified or described in the bidding documents as supplemented by any addenda.

- A. After Bid Forms are completed, place one (1) set of signed originals and the Bid Bond in a sealed envelope. Oral, telephonic, e-mailed, or faxed Bids are invalid and will not be considered.
- B. Address the envelope to:  
City of New Berlin  
Attn: City Clerk's Office  
3805 S Casper Dr  
New Berlin, WI 53151
- C. Bidders shall affix their name and address to the front upper left-hand corner of the envelope with the words "Sealed Bid Enclosed" written on the outside. Identified in lower left corner should be: Bid number, project name and opening date.

3. BID CLOSING

- A. Bids must be received on or before 10:00 a.m. on May 7<sup>th</sup>, 2024. The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids. **Bids received after the time and date for receipt of Bids will be rejected and returned unopened.**

4. BID OPENING

- A. Bids will be publicly read at 10:05 a.m. on May 7<sup>th</sup>, 2024 in the New Berlin City Hall – Common Council Chambers.

(a corporation)

We \_\_\_\_\_ (a partnership)  
\_\_\_\_\_ (an individual)  
(Cross out inapplicable)

Of \_\_\_\_\_  
Street City County State Zip

hereby agree to execute the proposed Contract and to furnish a satisfactory Public Improvement Performance/Labor and Material Payment Bond, in the amount of one hundred percent (100%), and to provide all labor and material required for the construction of the designated Work, for the prices hereinafter set forth, in strict accordance with the Construction Documents released by: **City of New Berlin**, address: 3805 S. Casper Dr, New Berlin, WI dated April 9<sup>th</sup>, 2024.

Including Amendment Nbr(s).\_\_\_\_\_ dated\_\_\_\_\_.

5. BASE BID – Asphalt Shingle Roof System

Base Bid includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ALTERNATE – Metal Roof Panel Roof System

Alternate includes all work required to complete the Project, including Building Permits, General Conditions, overhead, profit, insurance, bonds, taxes, and all other expenses. Bid Guarantee ten percent (10%) Bid Bond Cost, Public Improvement Performance Bond and Labor and Materials Payment Bond Cost one hundred percent (100 %) for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

6. SCHEDULE OF VALUES

- A. Submit schedule of standard rates for all personnel, including personnel of subcontractors, involved with project.
- B. Include schedule of standard markups.

7. COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- A. If written Notice of Intent to Award Contract is issued not later than June 1, 2024 with a Project commencement of June 1, 2024, can you complete the Work in compliance with the requirements of the Contract Documents by October 15, 2024, in full cooperation and coordination with other Contractors, if any.  
Yes \_\_\_ No \_\_\_ .  
  
If “No”, state additional calendar days required \_\_\_\_\_.
- B. The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of the Work. All time limits shall be binding.

8. BID ACCEPTANCE:

- A. All Bids as stated above are effective and open for acceptance by the Owner for a period of ninety (90) days after date set for opening of Bids.

FIRM NAME\_\_\_\_\_

BY SIGNATURE\_\_\_\_\_

TITLE\_\_\_\_\_

DATED\_\_\_\_\_

TELEPHONE\_\_\_\_\_

FAX NBR\_\_\_\_\_

EMAIL ADDRESS:\_\_\_\_\_

If a corporation, answer the following:

Incorporated under laws of what state?

SEAL \_\_\_\_\_ (If Bid is by Corporation)

# **CHANGE NOTICE**

The following information must be completed and signed prior to any work being done which varies in any way from the Contract Documents as submitted. Failure to properly complete this form shall void any subsequent requests for payments which may be made in addition to the submitted bidding documents.

**Name of Account:**\_\_\_\_\_

**Project Name:**\_\_\_\_\_

**Name of Contractor:**\_\_\_\_\_

**Proposed Changes:**

**Amount Not To Exceed: \$**\_\_\_\_\_

**Submitted By:** \_\_\_\_\_ **Title**\_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Title**\_\_\_\_\_

**Date Approved:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Copy To:**   1) Owner and/or Owner's Representative.  
              2) Contractor  
              3) Sub-Contractor

[Type here]



## SECTION 07311

### ASPHALT SHINGLE ROOFING SYSTEM

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eave, valley, and ridge protection.
- C. Associated metal flashing.

##### 1.2 RELATED SECTIONS

- A. Section 07130 - Sheet Waterproofing.

##### 1.3 REFERENCES

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 224 - Standard Specification for Smooth-Surfaced Asphalt Roll Roofing (Organic Felt).
- E. ASTM D 225 - Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- F. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- G. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- H. ASTM D 3018 - Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- I. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- J. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- K. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- L. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- M. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.

##### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

## 1.5 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

## 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Take special care when applying underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). The underlayment will be self-adhered to the deck.

## 1.7 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty as specified under product description and as follows:
  - 1. Basic Warranty: Repair or replace shingles found to be defective during the warranty period for 25 years.
  - 2. Also cover labor and materials in the event of a material defect for the period indicated after completion of application of shingles.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
  - 1. Warranty Period:
    - a. 2 years from date of acceptance.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER: Malarkey Legacy or equal in Certainteed, Pabco or IKO

### 2.2 SHEET MATERIALS

- A. Waterproofing Underlayment: Sheet barrier of self-adhering asphalt membrane shingle underlayment.
  - 1. 45 Mil thickness
  - 2. >0.02 Vapor Permanence
  - 3. Tensile Strength : MD 32 lbs./in. XD 35 lbs./in.
  - 4. Flexibility @ -20 F (ASTM D 1970): Pass

### 2.3 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 653/A 653M; 26 gage (0.45 mm) steel with minimum G115/Z350 galvanized coating.
- B. Sheet Flashing: ASTM B 209; 0.025 inch (0.63 mm) thick aluminum, mill finish.
- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55 mm); natural finish.
- D. Bituminous Paint: Acid and alkali resistant type; black in color.
- E. Tinner's Paint: Color as selected by building owner to coordinate with shingle color.

### 2.4 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II.

### 2.5 FLASHING FABRICATION

- A. Form flashing to profiles indicated on the drawings and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01700.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed prior to installing work of this section.
- D. Verify deck surfaces are dry and free of ridges, warps, or voids.

### 3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

### 3.3 INSTALLATION - EAVE ICE DAM PROTECTION

- A. Place eave edge and gable edge metal flashing tight with fascia boards. Weather-lap joints 2 inches (50 mm). Secure flange with nails spaced 8 inches (200 mm) on center.
- B. Apply underlayment over entire surface of roof on in accordance with manufacturer's instructions.
- C. Extend eave protection membrane minimum 24 inches (610 mm) up slope beyond interior face of exterior wall.

### 3.4 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Roof Slope Between 2:12 and 7:12: Apply 1 layer of self adhering membrane over all areas with ends and edges weather-lapped in accordance with manufacturer's instructions. Stagger end-laps each consecutive layer. Back nail in place as needed.
- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements.

### 3.5 INSTALLATION - VALLEY PROTECTION

- A. For closed-cut, woven, and open valleys, first place one ply of underlayment, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

### 3.6 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roofing with asphalt roofing cement and make weather-tight.

### 3.7 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

### 3.8 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.
- B. Provide roof systems manufacturer inspections a minimum of (3) times per workweek. Provide final inspection report at completion of project.
- C. A Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer shall perform Field observations.
- D. Provide observation reports from the Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
- E. Provide a final report from the Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
- F. Additional inspections & expenses necessary will be covered by contractor
- G. Visual inspection of the Work will be provided by Owner. If conditions are unacceptable, Owner will notify the on site representative.

### 3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01700.
- B. Do not permit traffic over finished roof surface.

END OF SECTION

## **SECTION 07 41 13**

### **METAL ROOF PANEL ROOFING SYSTEM**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Aggregate-coated metal roof panels.

##### **1.2 REFERENCE STANDARDS**

- A. American Society of Mechanical Engineers (ASME) ([www.asme.org](http://www.asme.org)):
  - 1. ANSI/ASME B18.6.1 – Wood Screws (Inch Series).
  - 2. ANSI/ASME B18.6.4 – Thread Forming and Thread Cutting Tapping Screws and Metallic Drive Screws, Inch Series.
- B. ASTM International (ASTM) ([www.astm.org](http://www.astm.org)):
  - 1. ASTM A 653/A 653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 2. ASTM A 792/A 792M – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
  - 3. ASTM C 920 – Standard Specification for Elastomeric Joint Sealants.
  - 4. ASTM D 226/D 226M – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
  - 5. ASTM D 1970/D 1970M – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
  - 6. ASTM E 108 – Standard Test Methods for Fire Tests of Roof Coverings.
- C. ICC Evaluation Service ([www.icc-es.org](http://www.icc-es.org)):
  - 1. ICC-ES Evaluation Report ESR-1754 – DECRA Shingle XD (Direct-to-Roof Deck Installation).
- D. International Organization for Standardization (ISO) ([www.iso.org](http://www.iso.org)):
  - 1. ISO 9001:2015 – Quality management systems – Requirements.
  - 2. ISO 14001:2015 – Environmental management systems – Requirements with guidance for use.
- E. UL ([www.ul.com](http://www.ul.com)):
  - 1. UL 790 – Standard for Standard Test Methods for Fire Tests of Roof Coverings.
  - 2. UL 2218 – Standard for Impact Resistance of Prepared Roof Covering Materials.

##### **1.3 PREINSTALLATION MEETINGS**

- A. Require attendance of parties directly affecting Work of this Section, including Contractor, Architect, installer, and manufacturer's representative.
- B. Review the Following:
  - 1. Materials.
  - 2. Preparation.
  - 3. Installation.

4. Adjusting.
5. Cleaning.
6. Protection.
7. Coordination with other Work.

#### **1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, including preparation and installation instructions.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, and details, indicating dimensions, tolerances, materials, components, fabrication, flashing, fasteners, finish, options, and accessories.
- C. Samples: Submit manufacturer's sample of roof panels.
  1. Sample Size: Minimum 6 inches by 6 inches.
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Product Evaluation Reports: Submit manufacturer's product evaluation reports from accredited evaluation service.
- F. Manufacturer's Project References: Submit manufacturer's list of 10 successfully completed roof panel projects of similar size and scope to this Project, including project names and locations, name of architects, and type and quantity of roof panels furnished.
- G. Installer's Project References: Submit installer's list of 5 successfully completed roof panel projects of similar size and scope to this Project, including project names and locations, name of architects, and type and quantity of roof panels installed.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

#### **1.5 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications:
  1. Manufacturer regularly engaged in the manufacturing of roof panels of similar type to that specified for a minimum of 10 years.
  2. Certified Company:
    - a. ISO 9001:2015.
    - b. ISO 14001:2015.
- B. Installer's Qualifications:
  1. Installer regularly engaged in installation of roof panels of similar type to that specified for a minimum of 5 years.
  2. Use persons trained for installation of roof panels.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
  1. Store and handle materials in accordance with manufacturer's instructions.

2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
3. Store materials in clean, dry area indoors.
4. Do not store materials directly on floor or ground.
5. Protect materials and finish during storage, handling, and installation to prevent damage.

## **1.7 WARRANTY**

- A. Warranty Period:
  1. 50-year limited.
    - a. Wind: Resist blow-off in wind speed up to 120 mph.
    - b. Hail: Resist hail stone penetration, cracks, and splits. Hail stone size limit: 2.5"

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturer: DECRA Roofing Systems, Inc., 1230 Railroad Street, Corona, California 92882. Toll Free 877-463-3272. Phone 951-272-8180. Fax 951-272-4476. [www.decra.com](http://www.decra.com). [info@decra.com](mailto:info@decra.com).
- B. Substitutions: Submit per Bid Documents, approved by "Owner"

### **2.2 MATERIALS**

- A. Basis-of-Design Product: DECRA Roofing Systems, Inc. "Shingle XD" aggregate-coated metal roof panels.
- B. Roof Panels: DECRA "Shingle XD" interlocking panels, resembling heavy-weight dimensional roofing shingles.
  1. Material: Pre-corrugated, pressure-formed, aluminum-zinc alloy-coated steel, ASTM A 792/A 792M, with multiple vertical ribs forming 2 flat steps, each of which have raised and lowered pan sections.
  2. Thickness: 28 gauge, 0.0149 inch (0.378 mm).
  3. Finish: Ceramic-coated, colored-stone chip finish.
  4. Color: Selected by "Owner"
  5. Dimensions:
    - a. Overall Panel Size: 14-1/8 inches (359 mm) wide by 52-3/8 inches (1,330 mm) long.
    - b. Installed Panel Exposure: 12-1/4 inches (311 mm) wide by 49-1/2 inches (1,257 mm) long.
    - c. Side Panel Laps: 2-3/4 inches (70 mm).
    - d. Panel Leading Edges Bent Down: 1/2 inch (13 mm); provides overlap for weather protection and adjoining to prior roof panels course.
  6. Installed Weight: 140 pounds per 100 square feet.
  7. Recycled Steel Content: Maximum 30 percent.
  8. Non-Combustible, ASTM E 108, UL 790: Class A
  9. Impact Resistance, UL 2218: Class 4.
  10. ICC-ES Evaluation Reports:
    - a. Direct-to-Roof Deck Installation: ESR-1754.
  11. Florida Building Code Approval:
    - a. Direct-to-Roof Deck Installation: FL9759-R9.

C. Flashing:

1. Valley: DECRA "XD Valley" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Pressure formed into valley with stone-coated valley cap.
    - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
    - c. Finish: Match upper-exposed stone-coated surface of valley cap to shingle material.
  2. Valley: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
  3. Side Flashing: DECRA "Side Flashing" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Pressure formed to flash vertical roof surface transitions.
    - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
    - c. Finish: Ceramic-coated, colored-stone chip finish to match roofing material.
  4. Roof-to-Wall Flashing: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Pressure formed to flash vertical roof surface transitions.
    - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
    - c. Finish: Match color to exterior finish.
  5. Pipe Jack Flashing:
    - a. Material: Galvanized or aluminum-zinc alloy-coated steel, ASTM A 792/A 792M.
    - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
    - c. Finish: Clean, prime, and paint to match roof material.
  6. Underpan: DECRA "Shingle XD Underpan" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Pressure formed to counter flash roof penetrations matching roof panel material profile.
    - b. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
  7. Fascia Metal: DECRA "Fascia Metal" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
    - a. Pressure formed angle installed at first batten to cover build up.
    - b. 26 gauge, 0.0179 inch
    - c. Finish: Ceramic-coated, colored-stone chip finish to match roofing material.
- D. Hip and Ridge: DECRA "Shingle XD Hip & Ridge" covers, fasciae, drips, rakes, and other trim required, matching shingle material, color, and finish.
1. Hips/Ridges and Rakes: DECRA "Shingle XD Hip & Ridge" aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M.
  2. Pressure formed to match roofing material.
  3. Thickness: 26 gauge, 0.0179 inch (0.455 mm).
  4. Finish: Color and finish to be applied along hips, ridges, and rakes.

## 2.3 ACCESSORIES

- A. Sheet Metal Materials: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M, Class AZ50 coating designation; minimum Grade 37
- B. High Temp Self Adhered Underlayment:
1. 45 Mil Thickness
  2. >0.02 Vapor Permanence
  3. Tensile Strength: MD 32 lbs./in XD 35 lbs./in.
  4. Flexibility @ -20 F (ASTM) D 1970): Pass
- C. Perimeter Underlayment for Ice Dam Protection:
1. Self-adhering, polymer-modified, bituminous sheet underlayment; 40 mils (1 mm) thick; ASTM D 1970/D 1970M.



2. Provide primer when recommended by underlayment manufacturer.

D. Sealant:

1. One-part elastomeric polyurethane sealant, ASTM C 920.
2. Exposed Sealant: Color to match roof panels.

E. Fasteners:

1. Screws:
  - a. Wood Screws: ANSI/ASME B18.6.1.
  - b. Sheet Metal Screws: ANSI/ASME B18.6.4.
  - c. Corrosion resistant.
  - d. Minimum No. 9.
  - e. Length: Sufficient length to penetrate substrate 1/2 inch (13 mm) minimum.
  - f. Color: Silver or color coordinated to match roof panels.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrate to receive roof panels.
- B. Verify surfaces to support roof panels are clean, dry, square, sound, stable, rigid, and capable of supporting the weight.
- C. Notify Architect of conditions that would adversely affect installation or subsequent use.
- D. Do not begin preparation or installation until unacceptable conditions are corrected.

### **3.2 PREPARATION**

- A. Prepare substrate in accordance with manufacturer's instructions.
- B. Clean substrate of projections and substances detrimental to roof panels.
- C. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.
- D. Coordinate installation of roof panels with flashing and other adjoining work to ensure proper sequencing.
- E. Do not install roof panels until vent stacks and other penetrations through roof have been installed and are securely fastened.
- F. Do not install roof panels until flashing is in place.

### **3.3 INSTALLATION**

- A. Install roof panels in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install roof panels weathertight.

- C. Valleys: Install in accordance with manufacturer's instructions with a minimum 6-inch (152-mm) overlap in direction of flow.
- D. Flashing: Install as indicated on the Drawings and in accordance with manufacturer's instructions.
- E. Roof Panels:
  - 1. Install roof panels, accessories, flashing, and hip and ridge level and plumb.
  - 2. Use fasteners as specified and in accordance with manufacturer's instructions.
  - 3. Install each panel using a random stagger pattern in accordance with manufacturer's instructions.
  - 4. Fasten each panel with minimum 5 fasteners running horizontally along the back panel clip, with placement in target screw hole punch-outs.
- F. Cut roof panels into each side of valleys in accordance with manufacturer's instructions straight and true to the line of the valley.
- G. Hip and Ridge:
  - 1. Install hip and ridge along hips, ridges, and rakes as indicated on the Drawings and in accordance with manufacturer's instructions.
  - 2. Bend and fold exposed ends of hips and ridges and neatly cap with end cap or piece of similar material.
- H. Do not install roof panels in a manner that detracts from appearance of roof.
  - 1. Do not rack panels.
  - 2. Do not line panels vertically up the roof.
  - 3. Do not use even panel offsets.
  - 4. Do not make a pattern with panels.
- I. Do not use the following with roof panel system:
  - 1. Lead.
  - 2. Copper.
  - 3. Pressure-treated lumber containing copper compounds in the treatment solution.

### **3.4 ADJUSTING**

- A. Repair minor damages to roof panels in accordance with manufacturer's instructions and as approved by Architect.
- B. Remove and replace with new material, damaged components that cannot be successfully repaired, as determined by Architect.

### **3.5 CLEANING**

- A. Clean roof panels of debris, including metal shavings, promptly after installation.

### **3.6 PROTECTION**

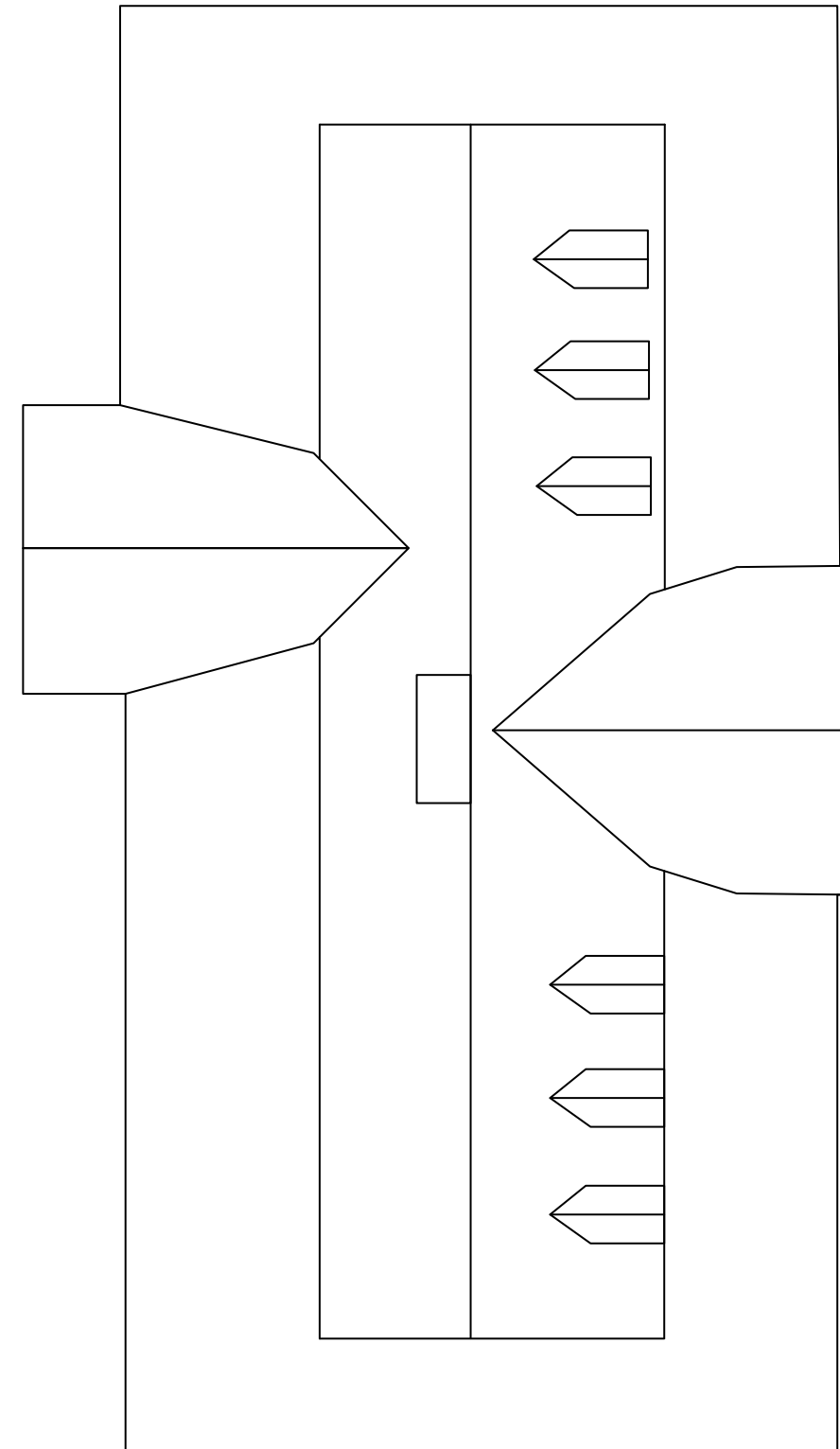
- A. Protect Work of this Section to ensure that, except for normal weathering, Work will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**



City of **New Berlin**

## New Berlin Hills Clubhouse Building Envelope Project



**New Berlin Hills Clubhouse**  
13175 W Graham Street, New Berlin, WI 53151



The Garland Company  
3800 E. 91<sup>st</sup> Street  
Cleveland, OH 44105

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APPROVED  
FOR  
BIDDING

**New Berlin Hills Golf Course**  
**13175 W Graham St, New Berlin, WI 53151**

SHEET TITLE:

FACILITY  
OVERVIEW

SHEET NO.

**A-1**





#### EXISTING ROOF DATA

Clubhouse Roof

- Asphalt Shingle
- Underlayment
- Wood Deck

#### NEW ROOF SYSTEM

Clubhouse Roof

- Asphalt Shingle
- New Underlayment
- Wood Deck

## Base Bid – Asphalt Shingle Roof System

### Roof Preparation

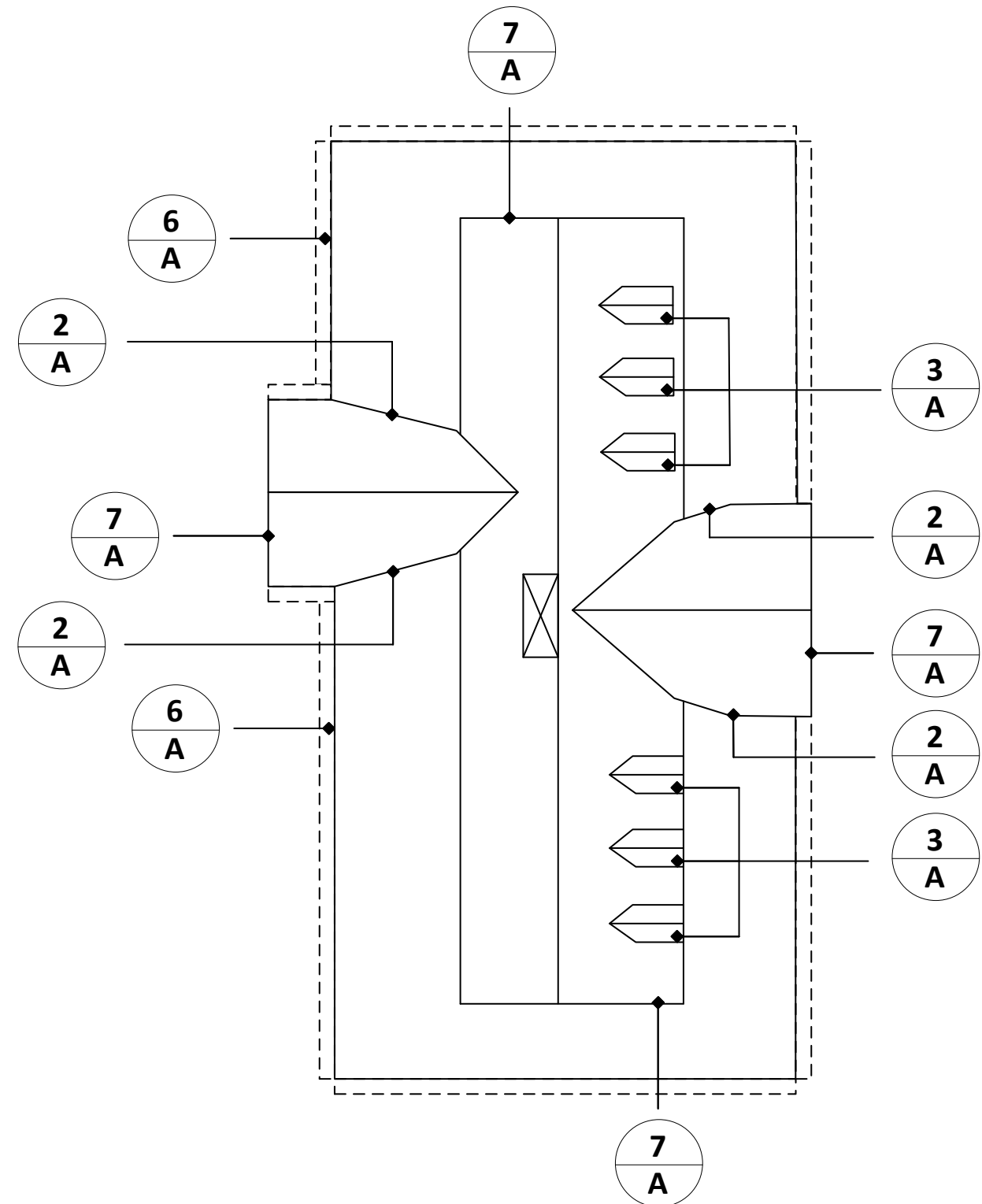
1. Remove existing roof system down to deck
2. Repair any open seams, holes, or cuts in roof Deck
4. Sweep deck clean before any coating to ensure all dirt & debris are removed.

### New Installation

5. Install new self adhered Ice and Water shield underlayment over entire roof surface
6. Install new asphalt shingle (color selected by owner)
7. Flash roof penetrations into shingle roof system
8. Install new gutters and downspouts in place of existing gutters and downspouts

### Project Notes

1. All waste produced by roof project is to be removed and disposed off-site by Roofing Contractor.
2. Any Electrical and HVAC Disconnect/Reconnects needed shall be provided by the "Contractor".
3. Field of roof is to be uniform and will ensure positive water flow to drains and gutters.
4. All gutter slopes and downspout locations to be approved by owner.
5. Contractor is to abide by all OSHA safety Protocols during project.
6. While accessing the roof, entrances and doors must not be blocked in any way.
7. Contractor to protect site trees and landscaping. Any damage caused by contractor will be repaired by contractor to owners satisfaction.



- Existing Exhaust Fan
- ⊗ Brick Chimney
- - - Gutter & Downspouts
- Existing Plumbing Stack



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New Berlin Hills Golf Course  
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

SCOPE OF  
WORK

SHEET NO.

A-2



#### EXISTING ROOF DATA

Clubhouse Roof

- Asphalt Shingle
- Underlayment
- Wood Deck

#### NEW ROOF SYSTEM

Clubhouse Roof

- Metal Panel Shingle
- New Underlayment
- Wood Deck

## Alternate – Metal Roof Panel Roof System

#### Roof Preparation

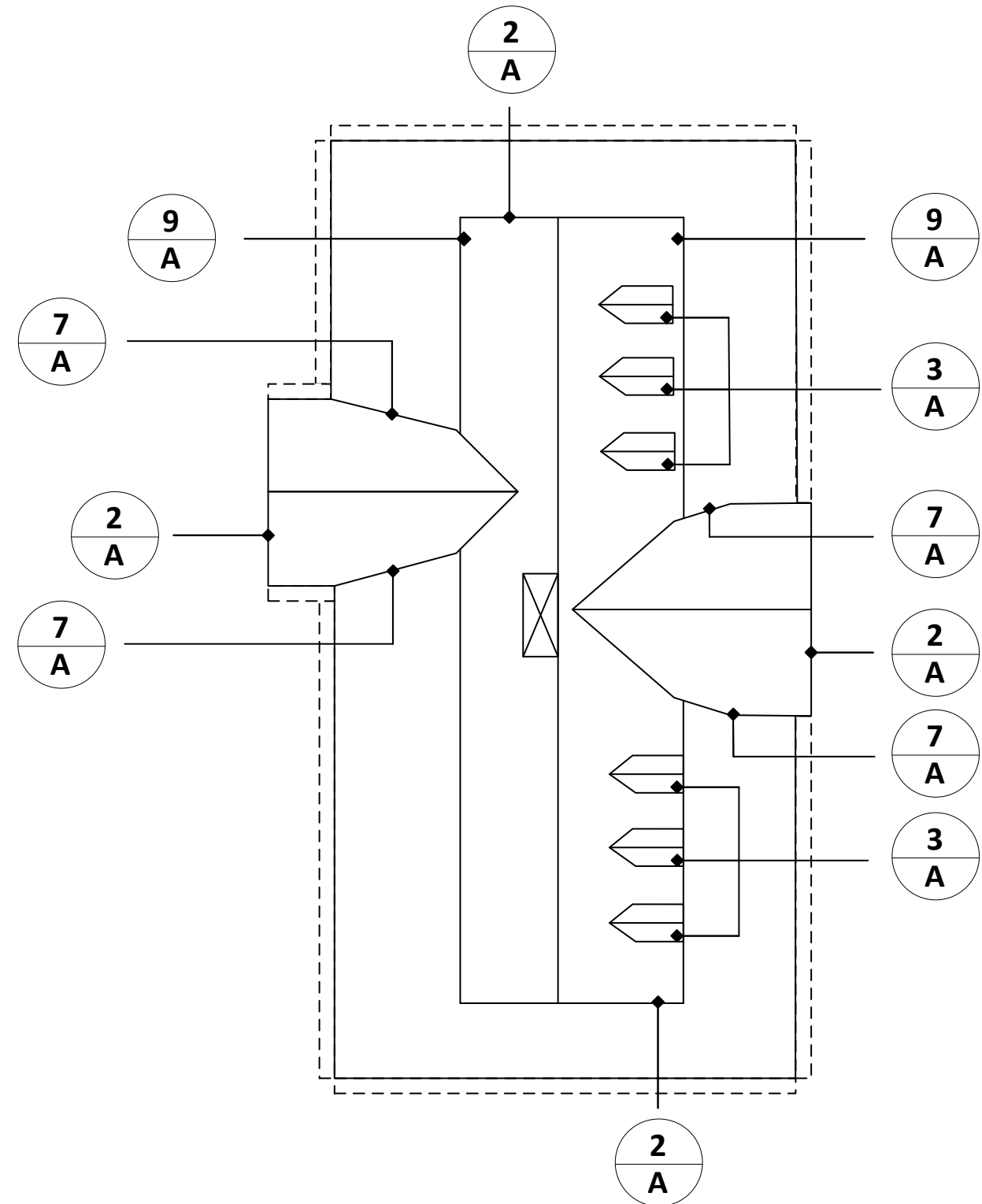
1. Remove existing roof system down to deck
2. Repair any open seams, holes, or cuts in roof Deck
4. Sweep deck clean before any coating to ensure all dirt & debris are removed.

#### New Installation

5. Install new self adhered Ice and Water shield underlayment over entire roof surface
6. Install new Metal Roof Panel Shingle Roof System (color selected by owner)
7. Flash roof penetrations into shingle roof system
8. Install new gutters and downspouts in place of existing gutters and downspouts

#### Project Notes

1. All waste produced by roof project is to be removed and disposed off-site by Roofing Contractor.
2. Any Electrical and HVAC Disconnect/Reconnects needed shall be provided by the "Contractor".
3. Field of roof is to be uniform and will ensure positive water flow to drains and gutters.
4. All gutter slopes and downspout locations to be approved by owner.
5. Contractor is to abide by all OSHA safety Protocols during project.
6. While accessing the roof, entrances and doors must not be blocked in any way.
7. Contractor to protect site trees and landscaping. Any damage caused by contractor will be repaired by contractor to owners satisfaction.



- Existing Exhaust Fan
- ⊗ Brick Chimney
- - - Gutter & Downspouts
- Existing Plumbing Stack



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FOR  
BIDDING

New Berlin Hills Golf Course  
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

SCOPE OF  
WORK

SHEET NO.

**A-3**



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FOR  
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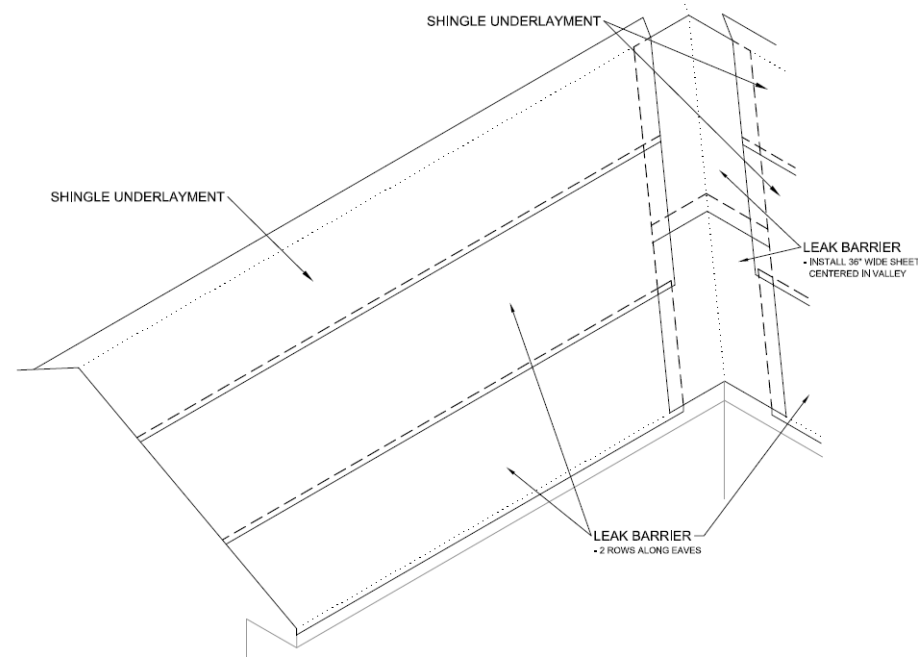
New Berlin Hills Golf Course  
13175 W Graham St, New Berlin, WI 53151

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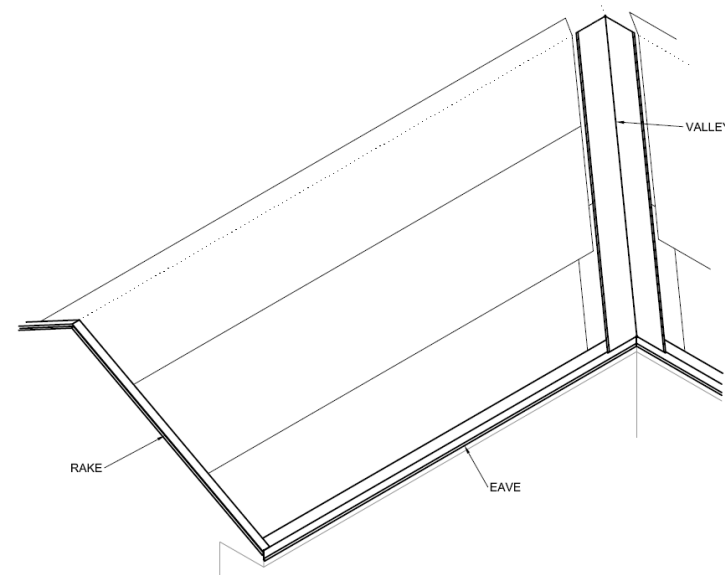
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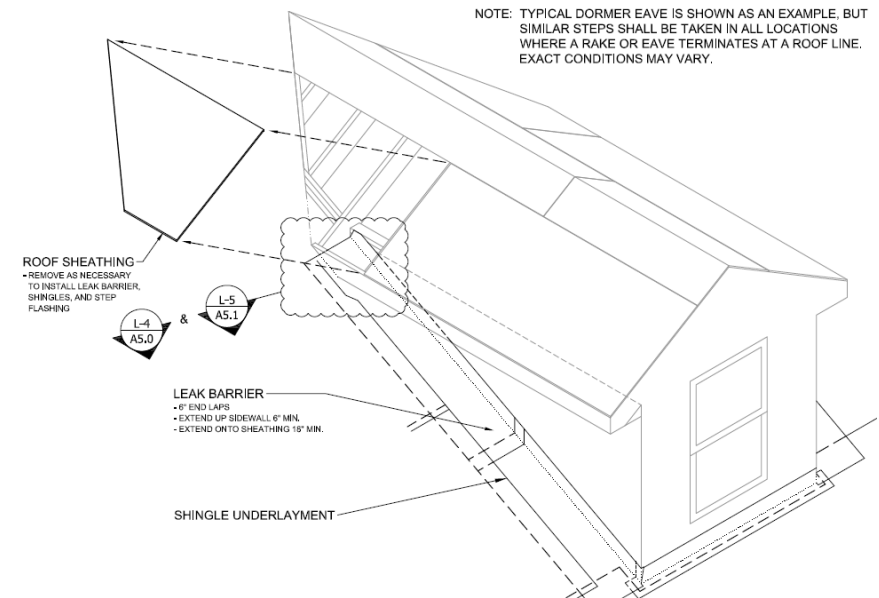
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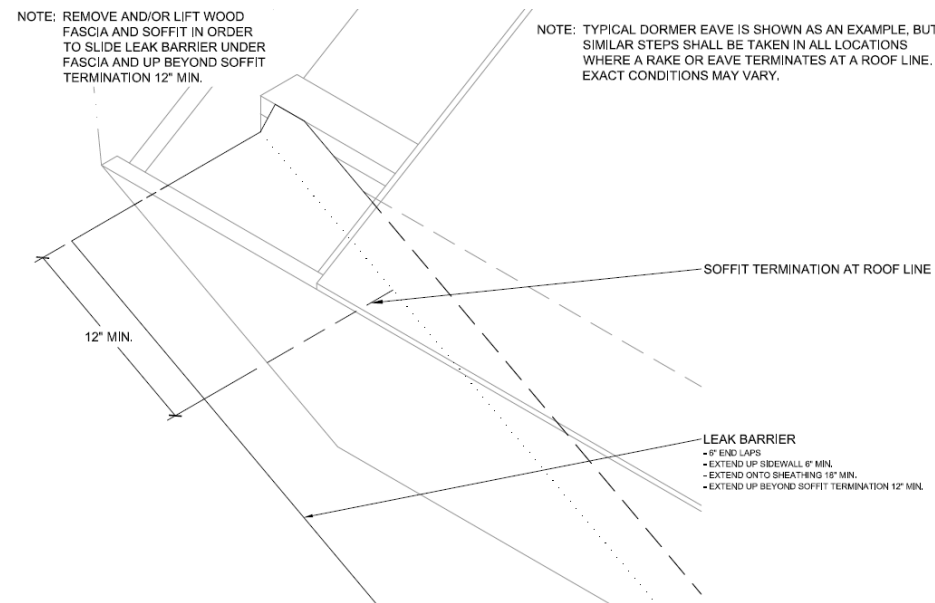
**1**  
**A** UNDERLAYMENT LAYOUT  
CITY OF NEW BERLIN



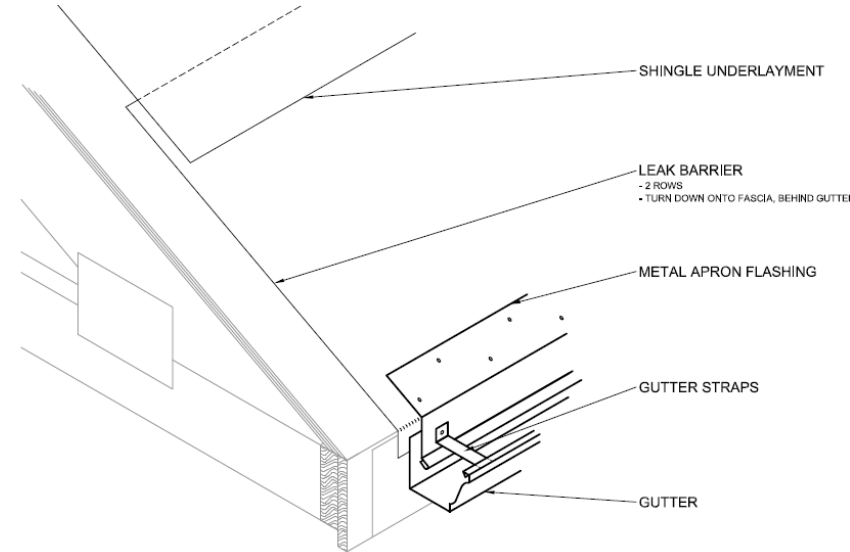
**2**  
**A** METAL VALLEY  
CITY OF NEW BERLIN



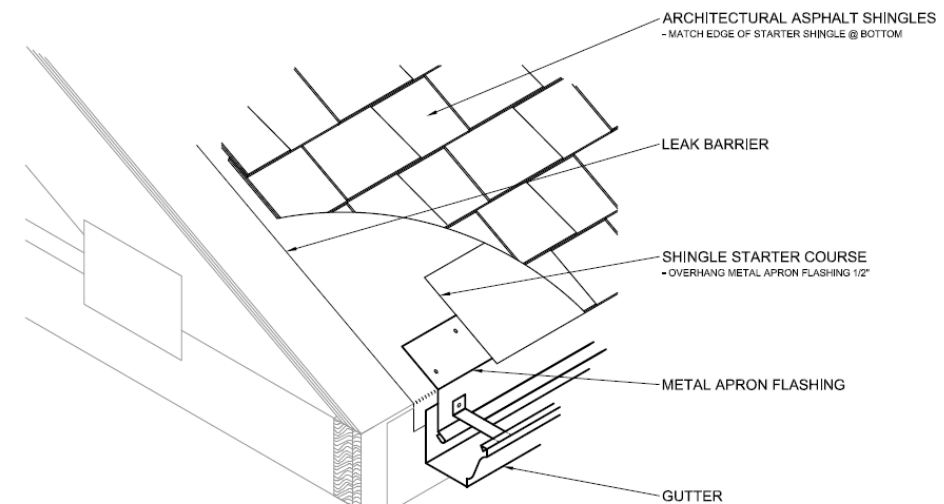
**3**  
**A** UNDERLAYMENT AT PENTHOUSE TRANSITION  
CITY OF NEW BERLIN



**4**  
**A** UNDERLAYMENT AT ROOF TRANSITION  
CITY OF NEW BERLIN



**5**  
**A** GUTTER AND METAL APRON  
CITY OF NEW BERLIN



**6**  
**A** SHINGLE AT EAVE  
CITY OF NEW BERLIN



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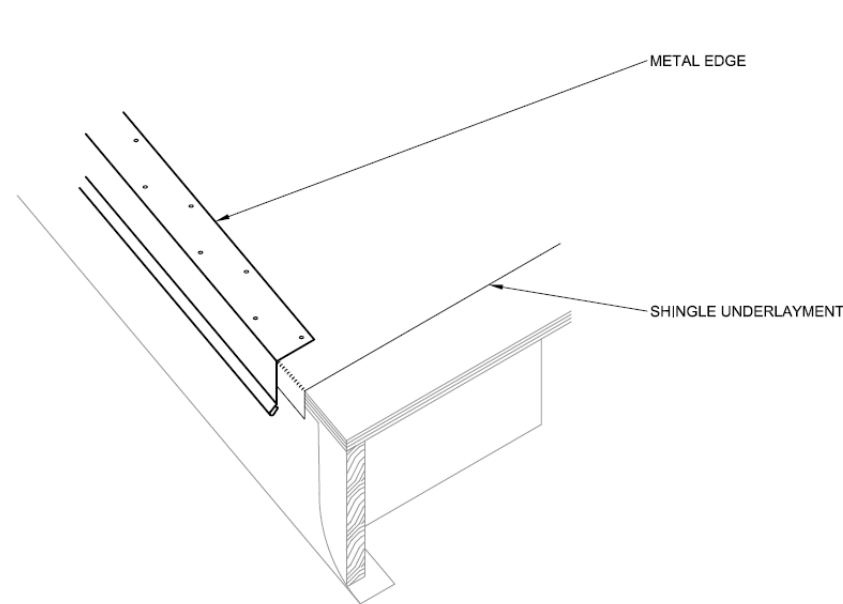
New Berlin Hills Golf Course  
13175 W Graham St, New Berlin, WI 53151

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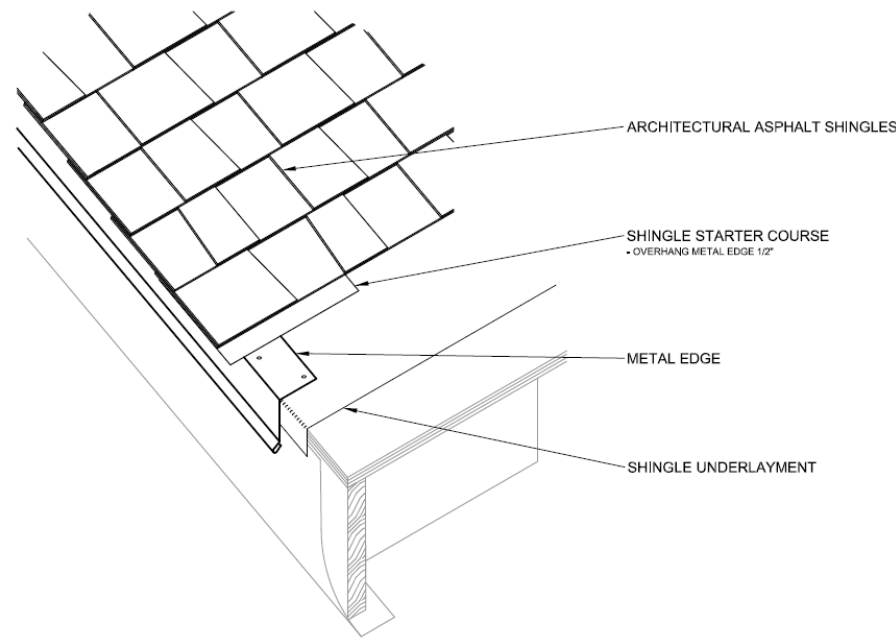
DETAILS

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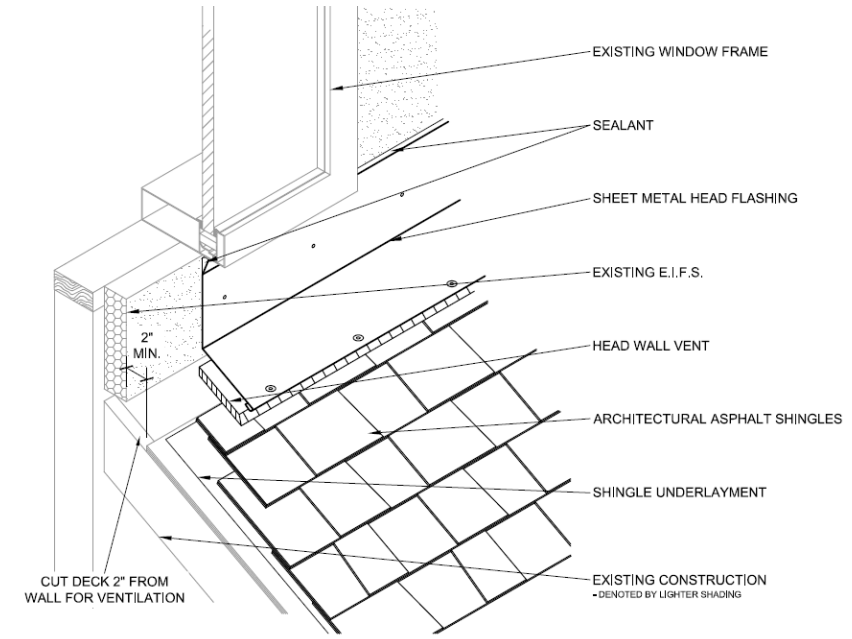
A-5



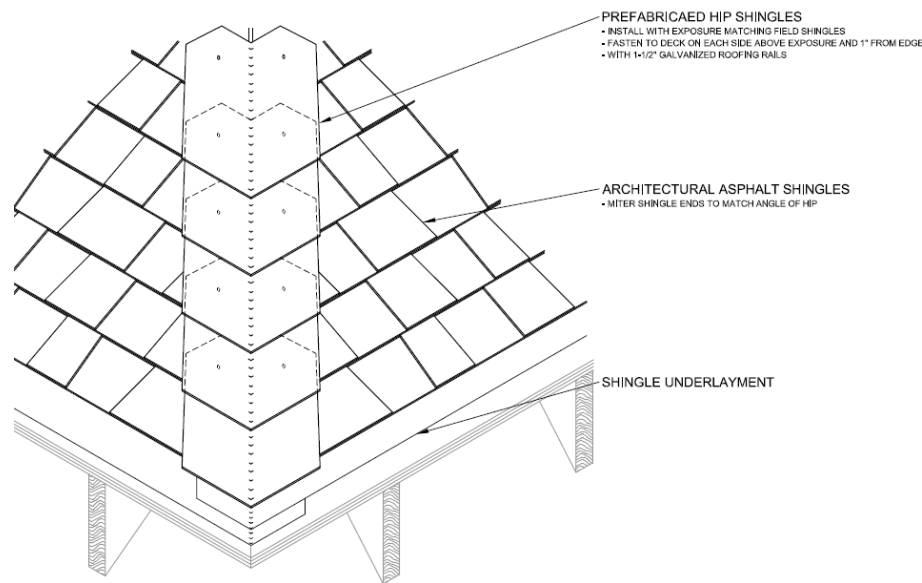
7  
A  
RAKE EDGE METAL  
CITY OF NEW BERLIN



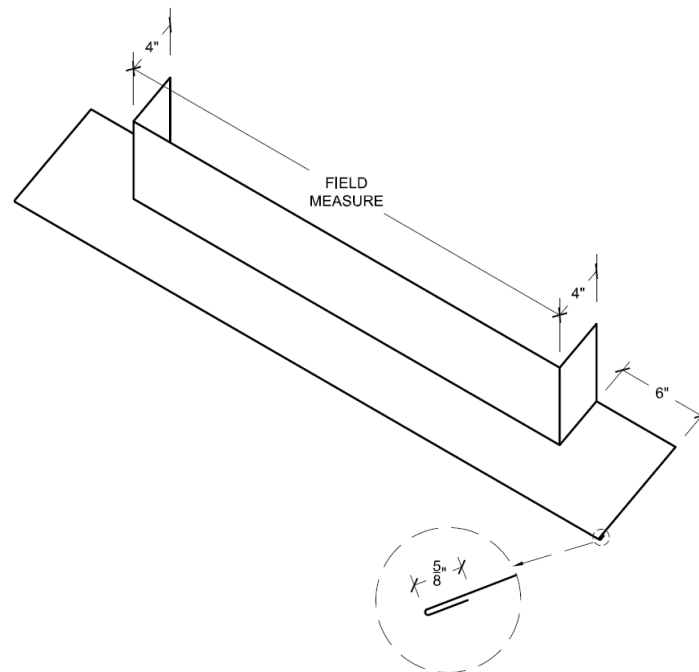
8  
A  
SHINGLE AT RAKE  
CITY OF NEW BERLIN



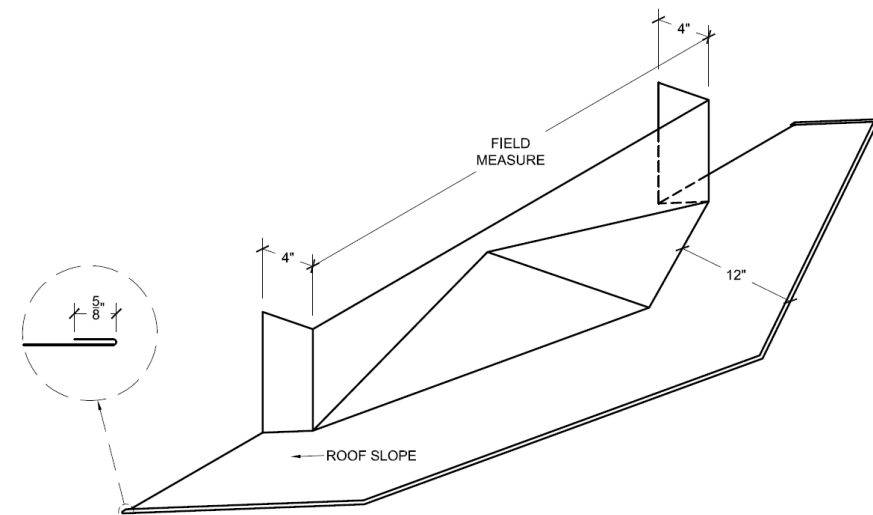
9  
A  
HEADWALL AT WINDOW  
CITY OF NEW BERLIN



10  
A  
HIP  
CITY OF NEW BERLIN

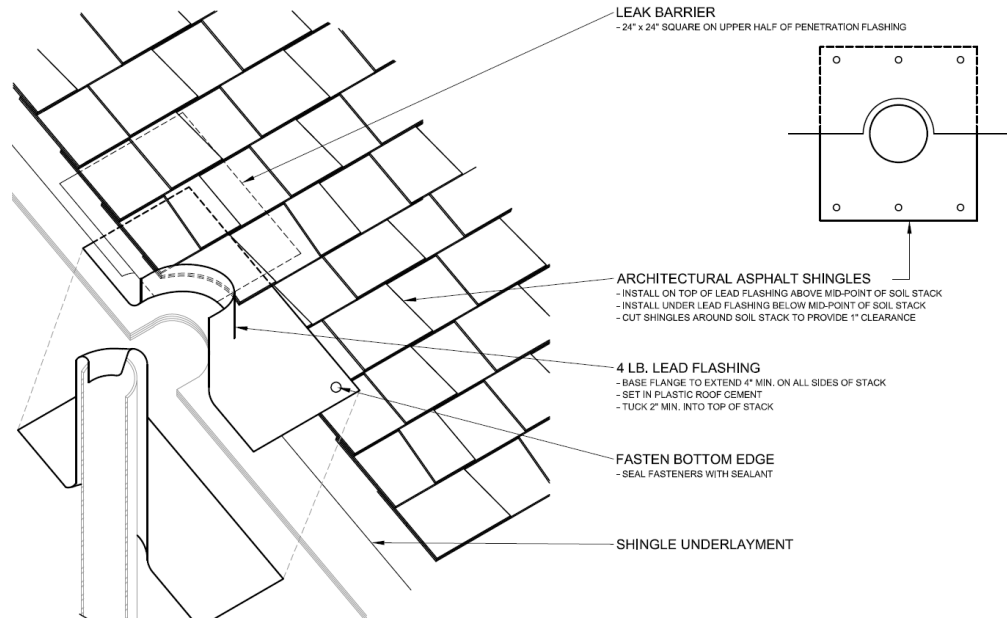


11  
A  
SHEET METAL APRON FLASHING  
CITY OF NEW BERLIN

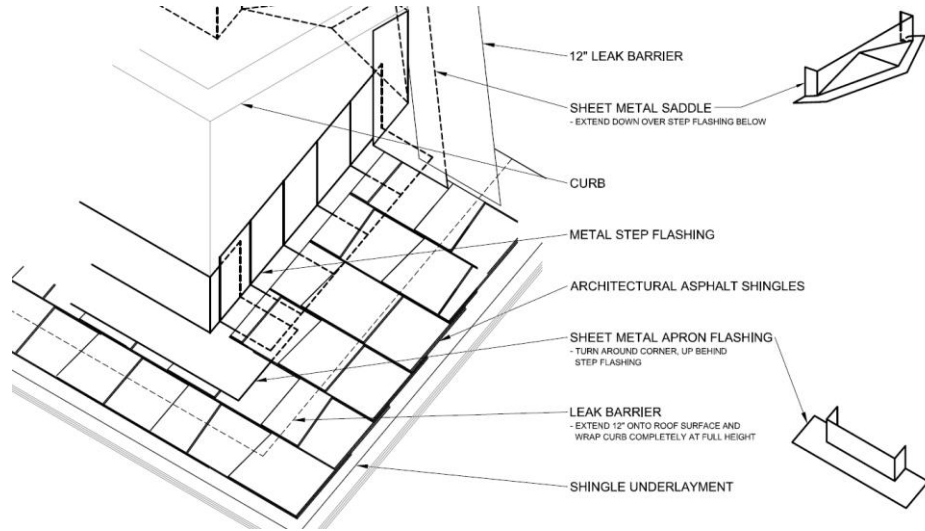


12  
A  
SHEET METAL SADDLE  
CITY OF NEW BERLIN

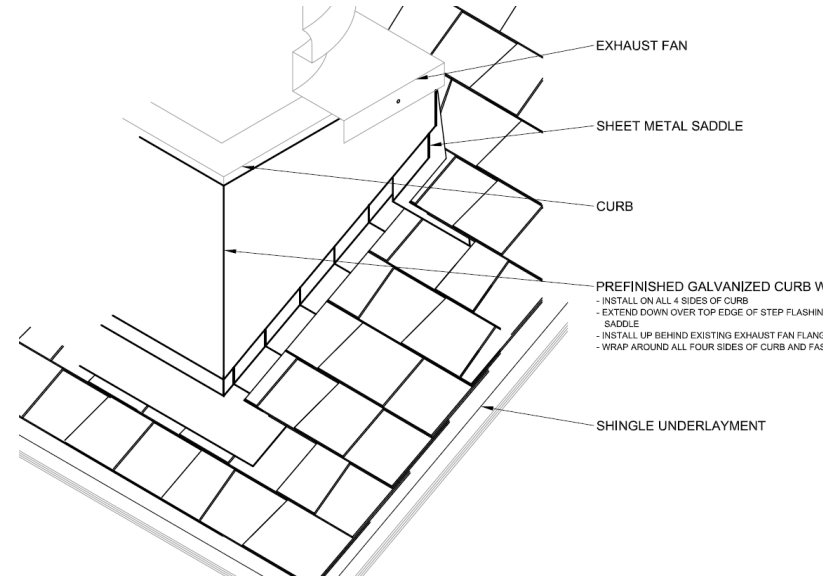




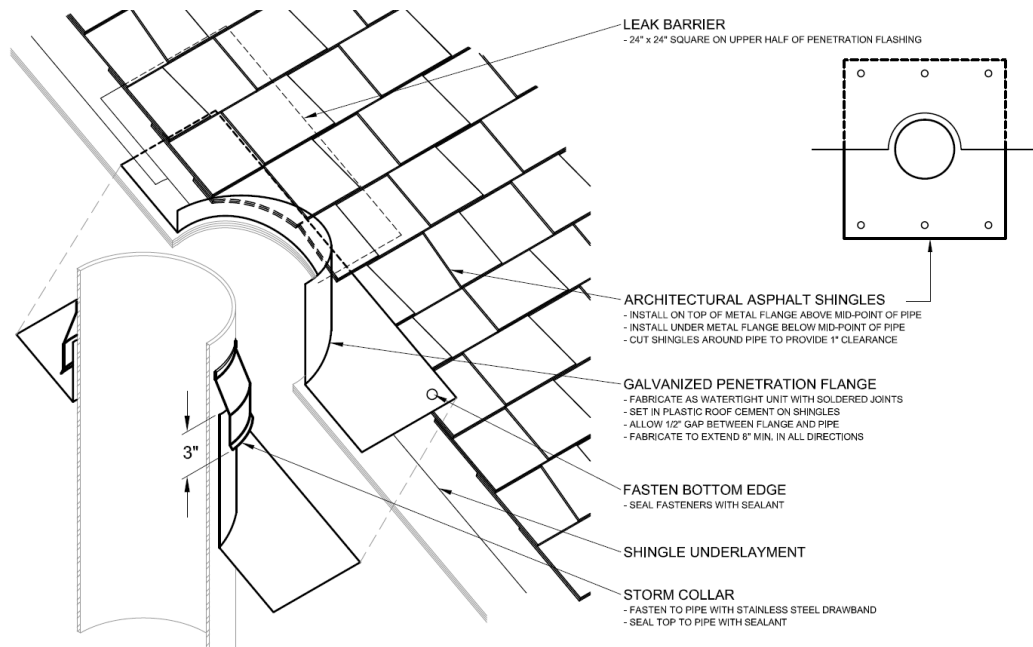
**13**  
**A** **SOIL STACK WITH LEAD FLASHING**  
**CITY OF NEW BERLIN**



**14**  
**A** **ROOF CURB (STEP 1 OF 2)**  
**CITY OF NEW BERLIN**



**15**  
**A** **ROOF CURB (STEP 2 OF 2)**  
**CITY OF NEW BERLIN**



**16**  
**A** **PIPE FLANGE**  
**CITY OF NEW BERLIN**



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**New Berlin Hills Golf Course**  
**13175 W Graham St, New Berlin, WI 53151**

SHEET TITLE:

**DETAILS**

SHEET NO.

**A-6**





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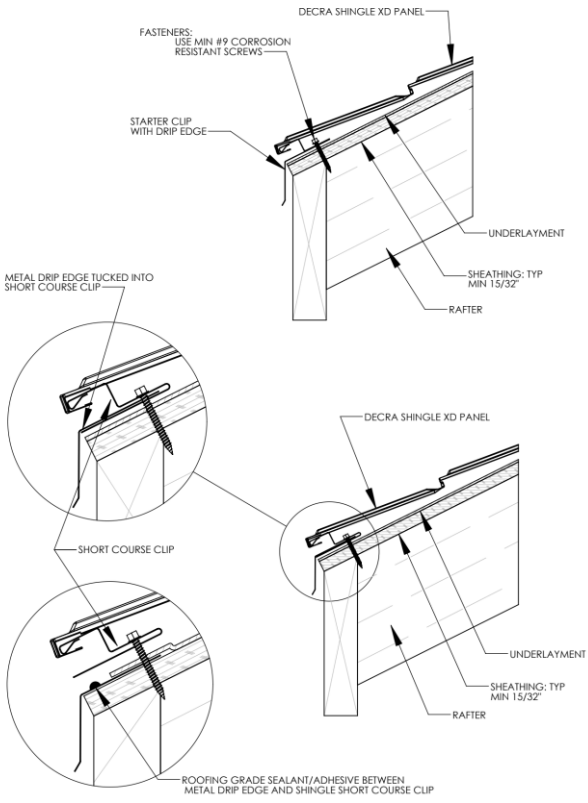
New Berlin Hills Golf Course  
13175 W Graham St, New Berlin, WI 53151

SHEET TITLE:

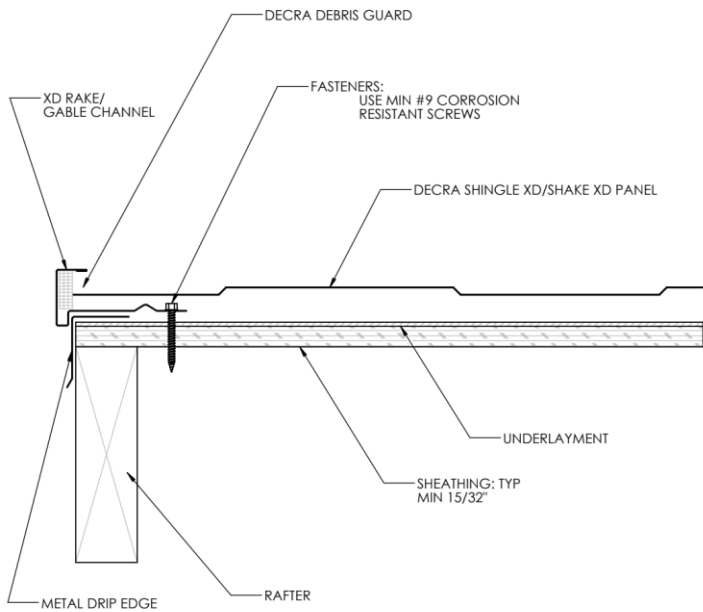
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SHEET NO.

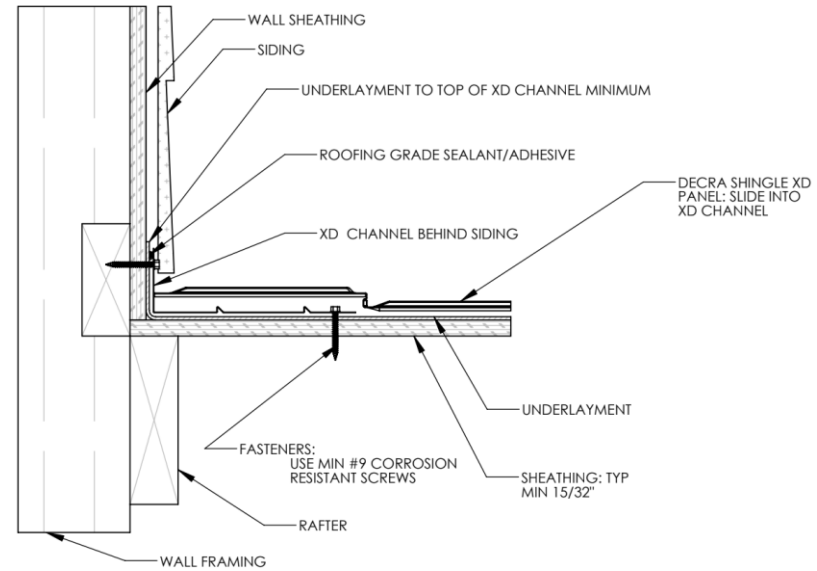
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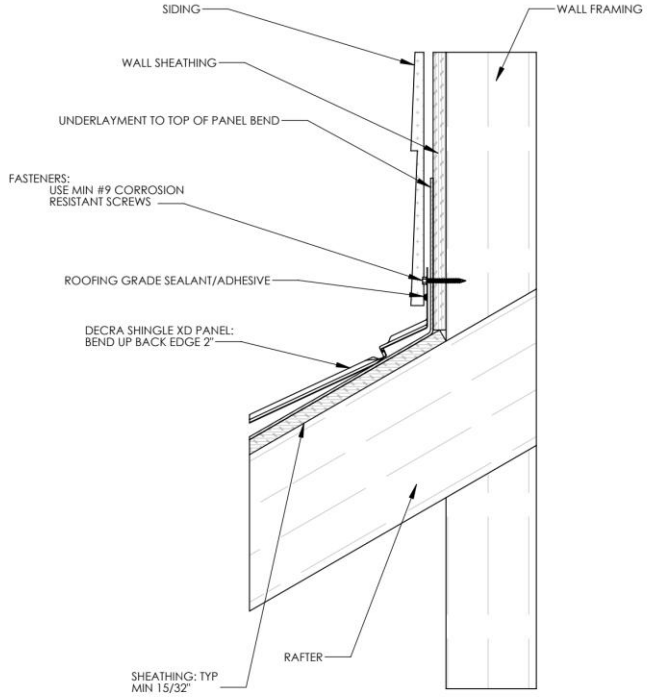
**1**  
**B** EAVE  
CITY OF NEW BERLIN



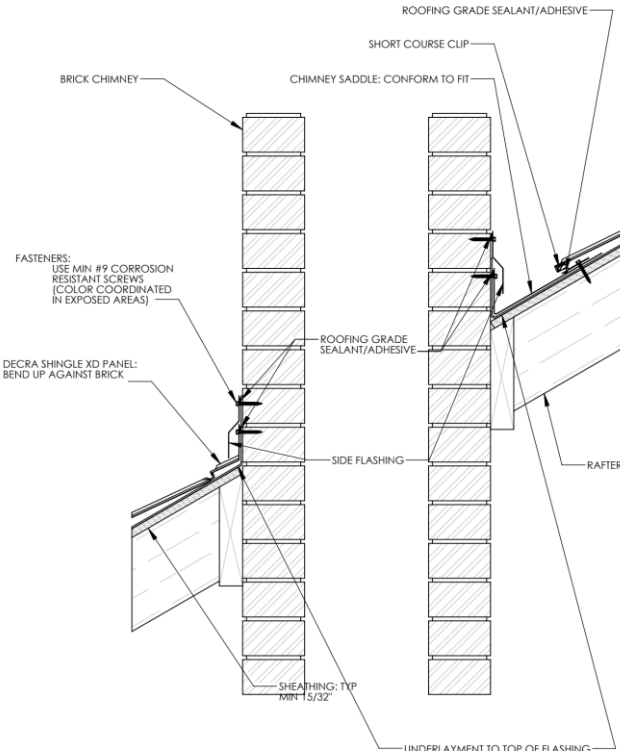
**2**  
**B** RAKE/GABLE  
CITY OF NEW BERLIN



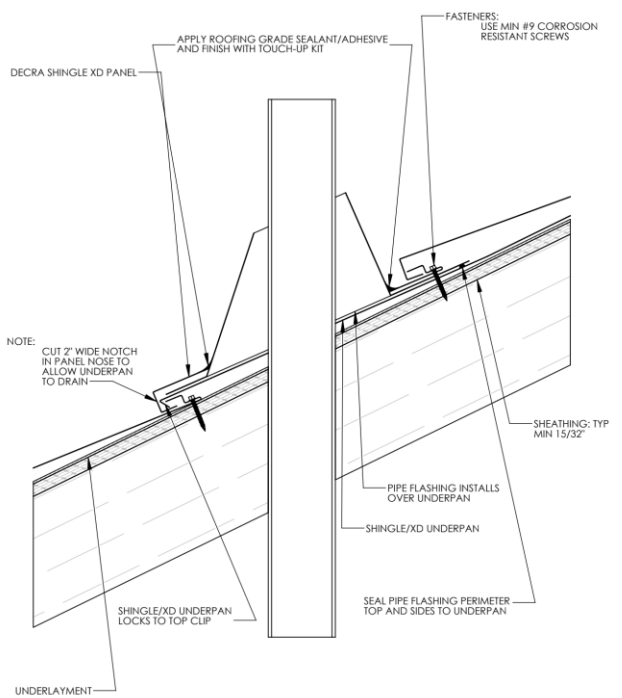
**3**  
**B** ROOF TO SIDEWALL  
CITY OF NEW BERLIN



**4**  
**B** ROOF TO HEADWALL  
CITY OF NEW BERLIN



**5**  
**B** ROOF TO HEADWALL  
CITY OF NEW BERLIN



**6**  
**B** VENT PIPE  
CITY OF NEW BERLIN



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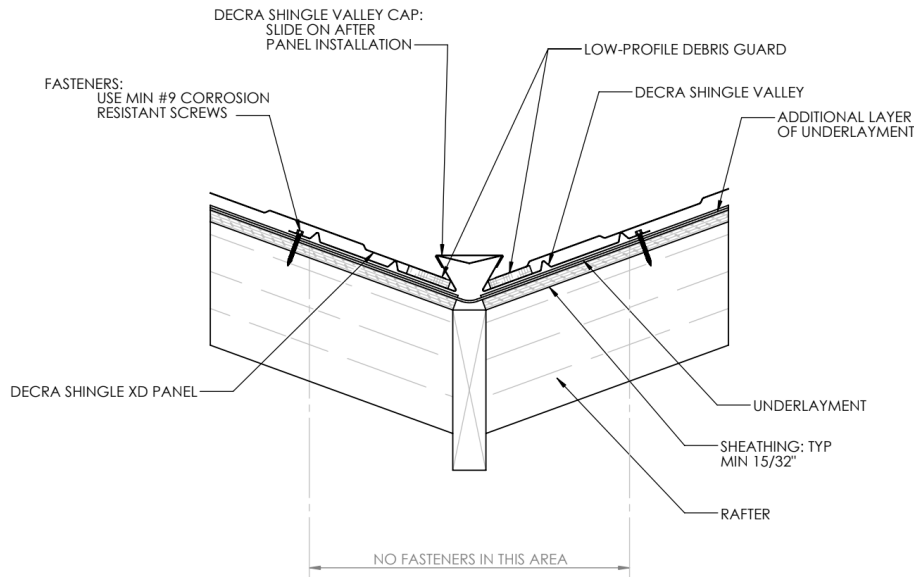
New Berlin Hills Golf Course  
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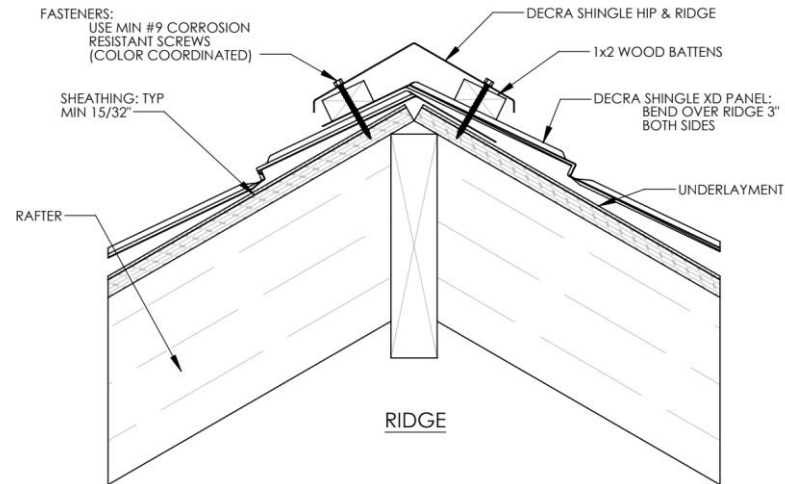
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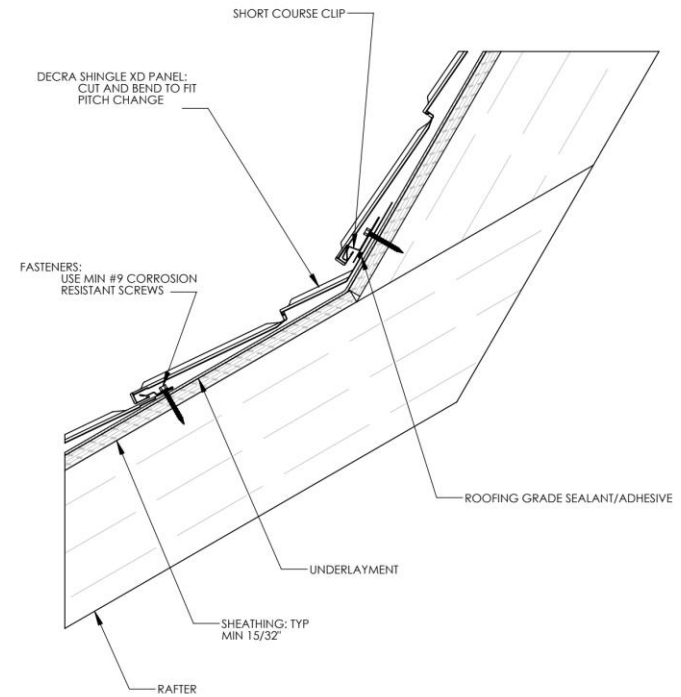
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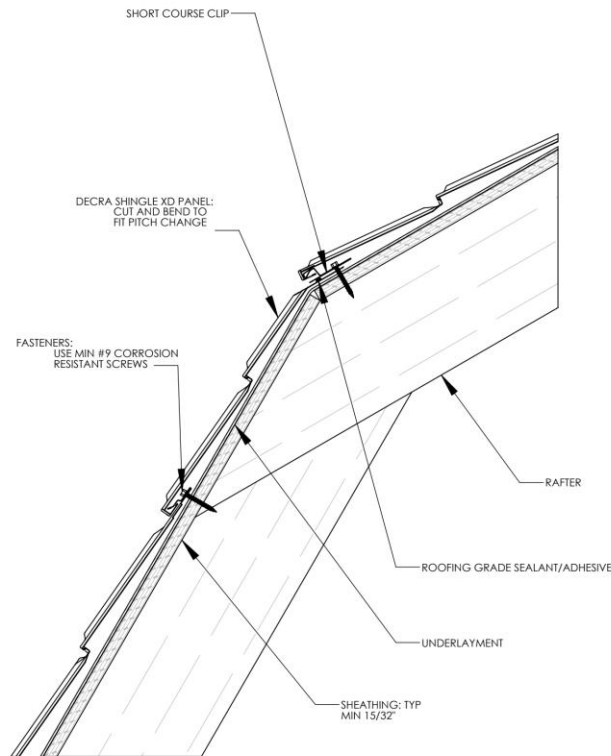
**7**  
**B** VALLEY  
CITY OF NEW BERLIN



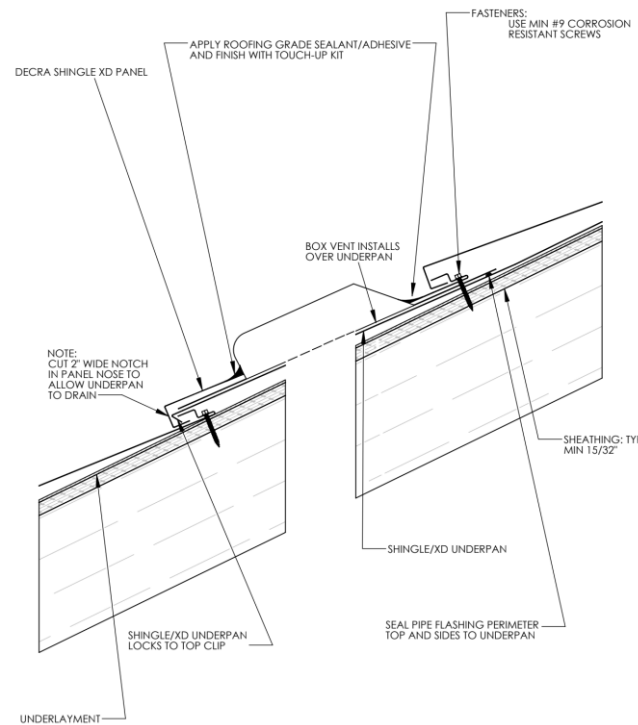
**8**  
**B** RIDGE  
CITY OF NEW BERLIN



**9**  
**B** PITCH CHANGE – HIGH TO LOW  
CITY OF NEW BERLIN



**10**  
**B** PITCH CHANGE – LOW TO HIGH  
CITY OF NEW BERLIN



**11**  
**B** BOX VENT  
CITY OF NEW BERLIN



since 1895

# THE GARLAND COMPANY, INC.

HIGH PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

Wednesday, June 5<sup>th</sup>, 2024

City of New Berlin

3805 S Casper Drive, New Berlin, WI

## Letter of Recommendation

### RE: New Berlin Hills Clubhouse Building Envelope Project – Bid Review

This letter will serve as an accounting of the bid process for this project and a letter of recommendation on how to proceed.

On Thursday, March 21<sup>st</sup> The Garland Company and City of New Berlin met to review the bid documents and designs for this project. After the project document and designs were reviewed and approved for bidding, the project's timeline was put in place, the project was posted and advertised on QuestCDN, and a Mandatory Pre-Bid meeting was set. The project was posted and advertised on QuestCDN, for a 2 week period, from April 10<sup>th</sup> to April 24<sup>th</sup>. The Pre-Bid meeting was held on Thursday, March 25<sup>th</sup> at 10:00 am, where five contractors signed in and attended the Pre-Bid Meeting. At this meeting, the contractors were able to review the project and ask questions on any and all aspects of the project. Bids were due 12 days later, on Tuesday, May 7<sup>th</sup> at 10:00 am. All bids were to be mailed or hand delivered to the City of New Berlin's City Hall, in a sealed envelope, per the Project's Bidding Instructions. On Tuesday, March 7<sup>th</sup>, 2024 at 10 am, four bids were received, read out loud, and entered into a Bid Tabulation Form.

Attached to this letter is the Bid Tabulation Form, listing the bidding contractors and their bids. As part of the bid review process, the low bid contractor's bid was reviewed, discussed with the contractor, and evaluated to determine if the low bid contractor's bid adheres to the project's Specifications, Scope of Work, and Bid Documents. After review, it was found that the low bid contractor's bid, Robert's Restoration, did not meet the project specification requirements in the following ways:

- ☐ Roof System Underlayment for Metal Roof Panel Roofing system does not meet or exceed the performance requirements stated within the Specification (Page 49, 2.3 ACCESSORIES, B.)
- ☐ Roof System Underlayment for Asphalt Shingle Roofing system does not meet or exceed the performance requirements stated within the Specification (Page 43, Part 2 PRODUCTS, 2.2 SHEET MATERIALS, A).
- ☐ The contractor possesses no prior experience in installing the bid Metal Roof Panel Roofing System (Page 47, 1.4 SUBMITTALS, G.)
- ☐ Improper submission of Bid Documents (Page 36, Bid Form, 1. GENERAL DIRECTIONS TO BIDDERS, C.)

Due to these items, it is our recommendation that Robert's Restoration's bid be rejected, and the next lowest bid be accepted. After rejection of Robert's Restoration's bid, that would leave the low bid contractor as The Gardner Company. It is my recommendation that their Base Bid – Asphalt Shingle Roof System bid be accepted, at a cost of \$108,369.00.

By accepting the low bid for this project, we are able to address the aging roof on the New Berlin Hills Clubhouse and install a roof system that provides proper long-term waterproofing for this facility. This new roof system will address areas of current & past leaks/issues, it will increase the roof's waterproofing capabilities, and provide an increased longevity for the building.

If you have any questions or require further information, please feel free to contact me at (920) 309-2179 or [rsurman@garlandinc.com](mailto:rsurman@garlandinc.com).

Sincerely,

Rhett Surman

Milwaukee – Territory Manager

6710 W Wisconsin Ave, Wauwatosa, WI 53213

P: (920) 309-2179 E: [rsurman@garlandinc.com](mailto:rsurman@garlandinc.com)