

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item 2
January 4, 2010

SUBJECT: Approval to award the Police Department Roof Replacement Contract to DIII, Inc., the low qualified bidder, in the amount of \$126,470 subject to final approval of form of contract.

SUBMITTING DEPARTMENT: Facility Operations

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$126,470
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	\$130,000
LINE ITEM NUMBER	266-266.00-976.000

BACKGROUND INFORMATION:

The existing Police Department roof, with the exception of the Training Center Roof, was replaced 29 years ago using white PVC material and came with a 15-year warranty. At that time, the original roof was left in place and a second roof was installed over the first roof. In April 2009, Royal-West Roofing performed extensive roof inspections and evaluations on all City-owned buildings. Based on this information, Royal-West recommended a full reconstruction of the Police Department roof for a total estimated project cost of \$180,000; the estimated cost to repair the existing leaks is \$23,000.

The roof consistently leaks in several areas during rain events (Dispatch, lobby, hallways by the squad and evidence rooms, restrooms and in the Administrative offices). Facility Operations staff has been patching the roof leaks as they occur, however, these repairs are temporary fixes and new leaks are materializing. Failure to replace the roof will result in increased repair expenses as the roof will continue to deteriorate.

A mandatory pre-bid meeting was held on December 1 where contractors were able to inspect the roof and ask questions.

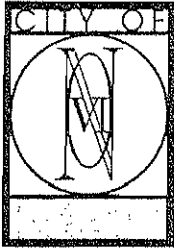
We received 10 bids in response to the Invitation to Bid. The review team (Benny McCusker, Deputy Chief Lindberg, Andy Gerecke, Pat Cauchi, Sue Morianti, and Lynn Norman) evaluated the bids based on contractor qualifications, experience, references, prices and project start/completion timeline.

The new roof will be constructed with the same (TPO membrane) as was installed on the new Novi Library. Work is scheduled to begin mid-January and will be completed within 30 days. The team believes that DIII, Inc., the lowest qualified bidder, can perform the scope of this project.

RECOMMENDED ACTION: Approval to award the Police Department Roof Replacement Contract to DIII, Inc., the low qualified bidder, in the amount of \$126,470 subject to final approval of form of contract.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



cityofnovi.org

CITY OF NOVI
BID FORM (REVISED)

We the undersigned as bidder, propose to furnish to the City of Novi, according to the specification, terms, conditions and instructions attached hereto and made a part thereof:

POLICE DEPARTMENT ROOF REPLACEMENT

BASE BID

Manufacturer GAF, Johns Manville, Versico, or Carlisle

Lump Sum \$ 126,470.00

Deduct for re-using existing parapet coping (\$ 3,100.00)

Comments/Exceptions:

Bid includes Sales Tax.

ALTERNATE #1

Manufacturer Versico or Carlisle

Lump Sum \$ 138,500.00

Deduct for re-using existing parapet coping (\$ 3,100.00)

Comments/Exceptions:

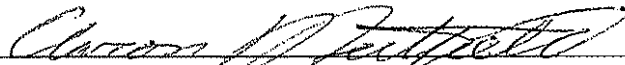
Bid includes sales tax.

We acknowledge receipt of the following Addendums: #1 #2 #3
(please indicate numbers)

Project completion guaranteed 30 calendar days after receipt of order (insurance and bonds must be received by City before work can start)

Company Name: D III, Inc.

Agent's Name (please type) Aaron Hatfield

Agent's Signature: 

Date: 12-14-09



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Wednesday, October 28, 2009

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- Hints & Tips
- Green Roofing
- F A Q's
- Questions & Answers
- Roof Types
- Ask A Pro
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- Organizations
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- Roof Repairs
- How Do I...?
- CONTACT INFO-
- Contact Roofhelp

TPO (Thermoplastic Olefin)

[Asphalt Shingles](#) [Built-Up \(Tar & Gravel\)](#) [Copper](#) [EPDM \(Rubber\)](#) [Metal Roofs](#)
[Modified Bitumen](#) [PIB](#) [PVC](#) [Slate](#) [Spray Foam](#) [Tile \(Clay and Concrete\)](#)
[TPO \(Single-Ply\)](#) [Wood Roofing](#)

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Ads by Google

TPO: Thermoplastic Olefin or Polyolefin

TPO membranes are single-ply roof membranes constructed from ethylene propylene rubber. They are designed to combine the durability of rubber with the proven performance of hot-air weldable seams. They have been tested as having excellent resistance to ozone, are algae-resistant, environmentally friendly and safe to install. The material's manufacturers are so confident in properly welded seams that the material is sometimes advertised as a monolithic (seamless) roof. Seam strengths are reportedly 3 to 4 times those of EPDM's adhesive and tape seams.

TPO is highly resistant to tears, impacts, and punctures with good flexibility to allow for building movement. TPO's are available in white, light gray, and black with thicknesses of either 45 mils (.045") or 60 mils (.060"). The width of the membrane depends on the manufacturer but they usually come in widths of six to six-and-a-half feet and are one-hundred feet in length.

TPO membranes are installed fully-adhered, mechanically-attached or ballasted. Fully-adhered means that the roof is "glued" to the substrate using a special adhesive. What actually happens is the glue creates a chemical bond with the membrane. Ballasted simply means the membrane is loose laid over the top of the roof, sealed at all penetrations and around the perimeter, and then a ballast is put on it to hold it in place. Ballast usually consists of smooth, round, river rock 2" - 3" in diameter and is applied at a rate of 1,000 to 1,200 pounds per roof square (100 sq. ft.). Sometimes concrete pavers are used in their place. These average 20 pounds per square foot. Mechanically-attached membranes are those that use some type of special screw-type fastener to secure it. The type of fastener will depend on the type of substrate but all fasteners are generally screw-type fasteners.

Prevent Michigan Ice Dams

Innovative Roof De-Icing

Learn More

ThompsonRoofing.com

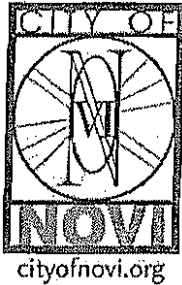
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Web site: roofhelp.com

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**NOTICE - CITY OF NOVI
INVITATION TO BID**

POLICE DEPARTMENT ROOF REPLACEMENT

The City of Novi will receive sealed bids for **Police Department Roof Replacement** according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Tuesday, December 1, 2009 promptly at 10:00 A.M. at the Novi Police Department, 45125 W. Ten Mile Rd., Novi, MI 48375.

Sealed bids will be received until **3:00 P.M.** prevailing Eastern Time, **Monday, December 14, 2009** at which time bids will be opened and read. Bids shall be addressed as follows:

**CITY OF NOVI
CITY CLERK'S OFFICE
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All bids must be signed by a legally authorized agent of the bidding firm. **ENVELOPES MUST BE PLAINLY MARKED**

"POLICE DEPARTMENT ROOF REPLACEMENT"

AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager
smorianti@cityofnovi.org

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued.

If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.

Notice Dated: November 24, 2009

VENDOR ASSISTANCE IN SPECIFICATION PREPARATION

On occasion the City of Novi finds it advantageous to accept technical assistance in preparing/researching specifications from vendors who may bid on the equipment or services. This assistance may or may not be compensated depending upon the type of assistance required.

The purpose of this clause is to insure that such vendor assistance does not compromise our policy of fair and open competition.

When vendor assistance is utilized the following disclosure statement shall be included in the specification package:

Disclosure Statement: The following specification has been prepared with the assistance of Royal-West Roofing, 10505 Plaza Dr., Suite B, Whitmore Lake, MI 48189 It is our policy to disclose this vendor's participation.

If you have any questions or concerns regarding the specifications please contact:

City of Novi
Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org

CONTRACT FOR POLICE DEPARTMENT ROOF REPLACEMENT

THIS CONTRACT ("Contract"), dated January 4, 2010, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "Client"), and **DIII, Inc.**, a Corporation, whose address is 4023 Old US 23, #115, Brighton, Michigan, 48114, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A, under "Police Department Roof Replacement Specifications" (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on January 19, 2010. The completion date for delivery of all materials and completion of the Work as described in Schedule A shall be February 18, 2010. Such date may be extended if allowed in writing by the Client in its sole discretion. Work shall not be considered complete until the City's final inspection and the Manufacturer's Quality Assurance inspection have been passed.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor a lump sum amount of \$126,470 for the Work described in the attached Schedule A, as set forth in the Contractor's Bid Form. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. Except as may be otherwise provided in the Contractor's Bid Proposal and agreed to by the City, payments toward the Contract Price shall be made for satisfactorily completed work within thirty (30) days of the City receiving the bill or invoice for the work from the Contractor. An invoice shall be submitted only upon completion of the work.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Contractor's Bid Form that is part of Schedule A, unless specifically identified in Schedule A as reimbursable expenses and such expenses have been approved by the Client or its designee. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Inspections, Notices and Remedies Regarding Work.

During the performance of the work by Contractor, Client and/or its consultants shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Client shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon a failure to do so, the Client may terminate this Contract by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so a valid claim and charge against Contractor and the Performance Bond, or, preserve the claims of defects or defaults without termination by written notice to Contractor.

Article V: Independent Contractor/Vendor Relationship.

In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance; bonds.

Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates,

employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth in Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

This Contract is conditioned on Contractor furnishing at its own cost, a Performance Bond for the protection of the City and a Payment Bond for the protection and payment of claimants in the form set forth in Schedule A, and each in the full amount of the contract price of \$126,470.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: Time of Work and Liquidated Damages.

All permit, insurance and bond requirements shall be satisfied within 15 days of this Contract, with the work to be commenced, diligently prosecuted and completed within a time specified in a written Notice To Proceed given by the Client to the Contractor that is consistent with the commencement and completion requirements disclosed in the documents attached as Schedule A. These time limits are of the essence of this Contract and failure to meet them shall permit City's to exercise its rights and remedies for default as provided in this Contract and to assess Liquidated Damages in the amount of \$250.00 per day, whether or not work has been commenced.

Article IX. Disposal Requirements.

The Contractor shall perform all work and dispose of all scrap, unused, discarded, waste or demolition debris and materials resulting from the work in compliance with all provisions of applicable federal, state, county and City of Novi environmental laws. This obligation includes

lawful disposal of all material, with a condition of the Client's payment obligation being Contractor delivering to Client copies of written documents from the licensed landfill or disposal site, confirming the lawful disposal of all such materials, the disposal costs and that those costs have been paid in full by Contractor.

Article X. Warranty.

In addition to any manufacturer and other warranties, Contractor guarantees and warrants that the work will be free from defects in workmanship and materials, and that for a period of two (2) years from the date of the Client's final payment to Contractor, any such defects that are discovered within that time and that are reported by the Client to the Contractor in writing within 60 days of discovery, will be immediately corrected by repair or replacement by Contractor as directed by and at no additional cost or expense to the Client. To secure its performance of this obligation, before or with its first payment request, Contractor shall provide the Client with a Maintenance and Guarantee Bond in the form set forth in Schedule A for 100% of the Final Contract Price.

Article XI: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
Contractor: DIII, Inc.

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and the attached Schedule A, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS:

City of Novi ("Client"):

By: _____
David B. Landry, Mayor

By: _____
Maryanne Cornelius, City Clerk

WITNESS:

**DIII, Inc.
("Contractor"):**

By: _____
_____, Its _____

SCHEDULE A

**PROJECT OVERVIEW AND SCOPE
(The "Work")**

See Attachment A, consisting of _____ pages.