# CITY OF NOVI CITY COUNCIL JUNE 20, 2022



**SUBJECT:** Approval to proceed with the Meadowbrook Senior Center Shingle Replacement including approval of a contract with Rapid Roofing in the amount of \$209,995, approval to purchase underlayment materials provided by Garland Industries under the OMNIA purchasing agreement in the amount of \$95,233.30, and a \$15,000 contingency fund.

**SUBMITTING DEPARTMENT:** Parks, Recreation, and Cultural Services Facilities Management Division

EXPENDITURE REQUIRED	\$ 305,228.30
AMOUNT BUDGETED	\$ 305,430
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	594-000.00-969.031

**BACKGROUND INFORMATION:** The roof at the Meadowbrook Commons main building is original to the building, from 1999. This asset requires regular repairs to correct ongoing leaks and prevent future leaks penetrating to the interior, where our older adult residents reside. Shingle roofs typically last 20-25 years. This roof is now 23 years old, and it's age is showing. In 2016, an on-site review determined that the shingles have reached a point of replacement, and budgetary figures were provided at the time.

This proposal is to tear off the existing shingles and drip edge, install ice and water protection, replace deteriorated decking and fascia, installation of underlayment paper, drip edge, ridge vent, and an asphalt architectural shingle system, tied into the existing roof structure. Failure to address this issue now, will result in further damage to the roof, increasing repair expenses as the roof will deteriorate.

To reduce overall costs of the project, the Facilities division consulted with Garland Industries to procure the underlayment material, which is covered under the OMNIA purchasing agreement.

A mandatory pre-bid meeting was held on May 5<sup>th</sup>, 2022, which was attended by 8 firms. We received 6 bids in response to our request for proposal. Below is a breakdown of the resulting bids.

	Rapid	Mills	Northgate	Schena	TF Beck	Weather-
	Roofing	Siding and	Construction	Roofing	Roofing	Seal
		Roofing				
Base Bid	\$209,995	\$291,500	\$200,000	\$398,860	\$258,400	\$370,850
Underlayment	\$95,233.30	\$98,431	\$92,994.91	\$92,035.60	\$102,588.01	\$98,431
Overall Cost	\$305,228.30	\$389,931	\$292,994.91	\$490,895.60	\$360,988.01	\$469,281
Deck Board - per sq/ft.	\$1.80	\$2.50	\$60	\$3.85	\$3.50	\$2
Fascia Board – per In/ft.	\$6.50	N/A	\$5	\$3.65	N/A	\$10

Given the age of the roof, and the unknown condition of the decking, we fully expect to replace decking boards. Due to the noticeable difference in cost of replacing decking between the lowest bidder and Rapid Roofing, our recommendation is to proceed with Rapid Roofing to avoid excessive costs when replacing decking boards.

The motion to approve includes the following

- 1. Contract in the amount of the \$209,995 with Rapid Roofing for the replacement of the existing shingle system.
- 2. Approval to purchase underlayment materials in the amount of \$95,233.30 from Garland Industries under the OMNIA purchasing agreement.
- 3. A contingency of \$15,000 for any additional labor and material costs, specifically the replacement of decking and fascia boards.

**RECOMMENDED ACTION:** Approval to proceed with the Meadowbrook Senior Center Shingle Replacement including approval of a contract with Rapid Roofing in the amount of \$209,995, approval to purchase underlayment materials provided by Garland Industries under the OMNIA purchasing agreement in the amount of \$95,233.30, and a \$15,000 contingency fund.

# <u>REVISED Bid Form: A</u> City of Novi Meadowbrook Commons

Roof Replacement

To: Tracey Marzonie City of Novi Finance Dept. 45175 Ten Mile Rd. Novi, MI 48375-3024

# Bid Due Date: Thursday May 19, 2022 by 2:00 P.M.

Bids are to be submitted in hard copy of the address and representative listed above. Bids received after the Due Date and Time will not be considered. Provide one copy of your bid, clipped but not stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated **4-4-22**. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bid, I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

Base Bid: Meadowbrook Commons – Shingle Replacement Sections (Main Building) Base bid includes the removal and replacement of the existing asphaltic shingle roof per specifications. This shall include all necessary flashings, copings, pitch pockets, and meet all materials and inspection requirements in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to be completed by the chosen deadline when approved.

Contractor to provide owner-direct warranty, installation inspections, assistance with site-specific details and technical support throughout the duration of the project.

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications.

A. Lump Sum \$209,995.00

- **B.** Anticipated Start Date: 7/01/22 Or 30 days from contract execution
- C. Working Days to Complete Work: 15\_\_\_\_\_

Company Name: Rapid Roofing

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

Unit Cost Items:	Replacement of deteriorated decking -\$ <u>\$1.80</u>	per sq. ft.
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Replacement of deteriorated Fascia Board - \$6.50 per In. ft.

Addenda Numbers #1\_\_\_\_\_ are hereby acknowledged

Respectfully Submitted,

SIGNATURE:

TITLE:

**BUSINESS NAME:** 

CONTRACTOR ADDRESS:

DATE: 5/17/22

5

President

Rapid Roofing

2727 E Michigan Ave , Ypsilanti, MI 48198

# **BID FORM: B**

It is the intent of City of Novi ("Agency") to purchase materials for the Meadowbrook Commons Roof Project ("Project") located at 25075 Meadowbrook Rd. Novi, Mi 48375 directly from Garland/DBS, Inc., based upon the Agency's participation in the OMNIA® Partners, Public Sector program for Roofing Supplies and Services, Waterproofing, and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW1925 issued by the Racine County Board of Commissioners.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

			mareneede eeene		
Product	t #	Product Name	Unit / Size	Coverage Rate	Quantity
4133	R-Mer Seal		Roll	200 sq. ft. roll	290

# Base Bid – Warehouse Section C

# PLEASE NOTE:

- 1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
- 2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
- 3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.
- 4. Material quantities will be extended using the per unit pricing for materials and added to your quote. Award evaluations will be made on the combined price of labor and materials.

# CITY OF NOVI



# MEADOWBROOK COMMONS ROOF REPLACEMENT

# ADDENDUM #1

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda description and a **REVISED BID FORM A** (3 pages).

# QUESTIONS:

- 1. Can Lo-Omni ridge-vent can be used? Yes, as long it complies with Section 13.4 (A.2-A.4).
- 2. Metals are specified to be Kynar 500 finished, what gauge of metal is to be fabricated? **24 Guage**
- 3. There is a mention of both, "open W valleys" and closed cut valley. Which one is correct? **Closed valley**
- 4. Furnace stack pipes contractor responsible for resecuring? Yes
- 5. Are the ridge vents active? Yes

Tracey Marzonie Purchasing Department

Notice dated: May 12, 2022

Rapid Roofing 2727 E Michgian Ave Ypsilanti MI 48197



Date	Estimate #
5/18/2022	38112

Name	1	Address
INALLE	1	Audicaa

City Of Novi MeadowBrook Commons 25075 Meadowbrook Rd Novi, MI 48375

	Rep	þ	P.O. No.		Terms	Project
Description			Qty		Rate	Total
Install New Timberline HDZ roof system Remove existing roofing material down to wood decking Replace deteriorated decking as needed @ \$1.80 per SQFT Replace deteriorated fascia @ \$6.50 Per Lnft Install R-Mer Seal Ice and Watershield on entire roof deck Material to be supplied by owner Install New drip edge metal Install ridge ventilation system Install hip & ridge cap All flashing to be replaced with new , Pipes , step , counter to wall flashing Limited lifetime material warranty from manufacture 2 Yr workmanship warranty as stated in bid packet Clean and disposal of all debris	,				209,995.00	209,995.00

Phone 734-895-9553 of	E-mail fice@rapidroofing.com	Website www.rapidroofing.com	Total	\$209,995.00
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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 0511710000

								05	11/2022	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not conferrights to the certificate holder in lieu of such endorsement(s).										
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PRODUCER				NAME:	JARARI		EAV	Vere vite		
Tucker Insurance Agency				1A/C, No.	Ext): 734697	75544		(734)8	97-5464	
48225 Michigan Ave				E-MAIL ADDRES	s: sarah@t	uckerins.com	1			
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2727 E. Michigan Ave	-			INSURER						
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Fax: ACORD 25 (2016/03)

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LIFE . HOME . CAR . BUSINESS

BOND NUMBER:

BD156689

#### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS:

That we, <u>RHI INC. DBA RAPID ROOFING 2727 E MICHIGAN AVE YPSILANTI, MI 48198-6056</u> as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto <u>MEADOWBROOK COMMONS 25075 MEADOWBROOK RD, NOVI MI 48375-2894</u> as Obligee, hereinafter called the Obligee, in the penal sum of <u>Ten</u> percent of bid dollars (<u>10</u>% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for <u>REPLACEMENT OF ROOF ON MAIN BUILDING</u>

**NOW, THEREFORE,** if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this <u>16TH</u> day of <u>MAY</u>, <u>2022</u>.

		RHI INC.
Barb gustin	Witness	By
	ONNERS MAG	Auto-Owners Insurance Company
Janet Bochmann	Witness	By



#### ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this <u>16TH</u> day of <u>MAY</u>, <u>2022</u>, before me personally appeared <u>Niki Conway</u>, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones Sandra M. Jones

Notary Public in the State of Michigan County of Eaton

SANDRA M. JONES NOTARY PUBLIC-STATE OF MICHIGAN COUNTY OF EATON My Commission Explores July 16, 2025 Acting in the county of <u>Eaton</u>

# NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

# **Protecting Confidentiality**

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

# **Information We Obtain**

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

# The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

# Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

59325 (12-19)

Page 1 of 2

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

# How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

# Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

# **Contact Us**

Auto-Owners Insurance Company Phone: 844-359-4595 (toll free) Email: privacyrequest@aoins.com

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

# DATE AND ATTACH TO ORIGINAL BOND AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

NO. BD156689

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Ladrey Findemeye

Andrea Lindemeyer

Senior Vice President

STATE OF MICHIGAN SS.

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires \_\_\_\_\_ July 16th

Dardra M.C



Notary Public

STATE OF MICHIGAN SS.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this \_\_\_\_\_16th \_\_\_\_ day of \_\_\_\_\_May \_\_\_\_2022

2025

WNERS INS SEA SING, MICH

William F. Woodbury, First Vice President, Secretary and General Counsel

# NOTICE - CITY OF NOVI



# **INVITATION TO BID**

# MEADOWBROOK COMMONS ROOF REPLACEMENT

This ITB is issued by the Purchasing Office of the City of Novi.

# **IMPORTANT DATES**

ITB Issue Date	April 29, 2022
Mandatory Pre-Bid Meeting	<b>Thursday, May 5, 2022 at 10:00 A.M.</b> Meadowbrook Commons Main Building 25075 Meadowbrook Road Novi, MI 48375
Last Date for Questions	Thursday May 12, 2022 by 12:00 P.M. Submit questions via email to: Tracey Marzonie @ <u>tmarzonie@cityofnovi.org</u>
Response Due Date	Thursday May 19, 2022 by 2:00 P.M.
	<b>Deliver to:</b> City of Novi, Attn: Finance Department 45175 Ten Mile Road, Novi, MI 48375

# **DESCRIPTION:**

The City of Novi is seeking sealed bids from qualified firms for the replacement of the roof on the Meadowbrook Commons Main Building.

# NOTICE TO PROPOSERS

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP 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 RFP 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, <u>www.mitn.info</u> and obtain an official copy.

# **SCOPE OF WORK**

The following Scope of Work shall be used as an outline for the work to be performed. Language contained within the specifications supersede any documents in the bid package. No staples are to be used on this project.

# Base Bid: Shingle Roof Replacement

**PART 1** Remove existing shingle roof and underlayment down to wood deck. The deck is to be inspected for deficiencies and replaced where rotted per the sf price as identified on the bid form.

**PART 2** Gutters and downspouts are to remain at all locations unless damaged. The gutters are to receive new hangers where necessary and new water cut-off at the seams, corners, and transitions.

**PART 3** Existing fascia is to remain if salvageable. Any loose fascia trim is to be refastened if possible, otherwise replaced at the predetermined sf as identified on the bid form.

**PART 4** Install new Ice and Water underlayment as specified over entire roof area. Additional layer in valleys as needed.

**PART 5** Install new drip at all eave and rake conditions. The color of the drip edge is to be chosen by the owner from the palette of standard colors.

**PART 6** Install new pipe flashings throughout.

**PART 7** Install new 30- year dimensional shingle as offered by GAF, CertainTeed, Owens-Corning or approved equivalent. The color of the shingle is to be selected by the owner as offered by the manufacturer.

**PART 8** New ridge vents are to be installed. Shingles over the vents are to match the field of the roof.

**PART 9** Contractor to correct any damage to vegetation and grounds surrounding building prior to completion.

**PART 10** All OSHA Safety Guidelines to be followed throughout the duration of the project.

PART 11 Clean up all debris from grounds prior to completion.

# <u>Bid Form: A</u> City of Novi Meadowbrook Commons Roof Replacement

To: Tracey Marzonie City of Novi Finance Dept. 45175 Ten Mile Rd. Novi, MI 48375-3024

# Bid Due Date: Thursday May 19, 2022 by 2:000 P.M.

Bids are to be submitted in hard copy of the address and representative listed above. Bids received after the Due Date and Time will not be considered. Provide one copy of your bid, clipped but not stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated **4-4-22**. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bid, I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

# Base Bid: Meadowbrook Commons – Shingle Replacement Sections (Main Building) Base bid includes the removal and replacement of the existing asphaltic shingle roof per specifications. This shall include all necessary flashings, copings, pitch pockets, and meet all materials and inspection requirements in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to be completed by the chosen deadline when approved.

Contractor to provide owner-direct warranty, installation inspections, assistance with site-specific details and technical support throughout the duration of the project.

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications.

Two Hundred Nine Thousand Nine Hundred Ninty Flve	DOLLARS (\$ <u>209,995.00</u> )	
Anticipated Start Date: 7/01/22	, 2022 Or 30 days from executed contract	

Company Name: Rapid Roofing

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

Unit Cost Items:	Replacement of deteriorated decking – \$1.80	per sq. ft.
		DOI 0Q+ II+

Addenda Numbers <u>#1</u>\_\_\_\_\_are hereby acknowledged

Respectfully Submitted,

SIGNATURE:

TITLE:

**BUSINESS NAME:** 

**CONTRACTOR ADDRESS:** 

DATE: 5/17/22

President

Rapid Roofing

2727 E Michigan Ave , Ypsilanti, MI 48198

# **BID FORM: B**

It is the intent of City of Novi ("Agency") to purchase materials for the Meadowbrook Commons Roof Project ("Project") located at 25075 Meadowbrook Rd. Novi, Mi 48375 directly from Garland/DBS, Inc., based upon the Agency's participation in the OMNIA® Partners, Public Sector program for Roofing Supplies and Services, Waterproofing, and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW1925 issued by the Racine County Board of Commissioners.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

		Pase Pla	marchiouse econo		
Product #		Product Name	Unit / Size	Coverage Rate	Quantity
4133	R-Mer Seal		Roll	200 sq. ft. roll	290

# Base Bid – Warehouse Section C

#### PLEASE NOTE:

- 1. It is the responsibility of the bidder to obtain any product-related information from the Garland representative prior to bid submission.
- 2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
- 3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.
- 4. Material quantities will be extended using the per unit pricing for materials and added to your quote. Award evaluations will be made on the combined price of labor and materials.



# **SECTION 00 72 00**

# **GENERAL CONDITIONS**

### PART 1 - GENERAL

# DEFINITIONS

The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.

The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.

The term Owner shall be understood to be the City of Novi.

The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

#### **OWNER'S REPRESENTATIVE STATUS**

The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

#### **CONDITION OF SITE**

The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

#### VERIFICATION OF DIMENSIONS AND ELEVATIONS

Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any paperwork dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her subcontractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

# **PROTECTION OF OWNER'S OPERATIONS**

The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such 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.

#### **PROTECTION OF WORK AND PROPERTY**

The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.

Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.

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 coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.

Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

#### MATERIAL STORAGE AND CLEAN-UP

The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.

The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.

Materials must be delivered with manufacturer's label in tact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

#### INSPECTION OF WORK

Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.

Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

# INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.

In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.

Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.

Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, 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.

The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer. The authorized Owner's Representative shall be responsible for:

1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;

2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;

3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;

4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;

5. Supervising the taking of test cuts, and the restoration of such areas;

6. Rendering any other inspection services which the Owner may designate; and

7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.

The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

#### **MISCELLANEOUS UTILITIES**

Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.

Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.

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 his/her work.

Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

#### CHANGES OR EXTRA WORK

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 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:

By firm adjustment; By cost plus with a guaranteed maximum; By cost with a fixed fee; or By unit cost.

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. The Owner's Representative shall have 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.

All work covered by unit prices submitted by the Contractor in his/her bid must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

# CORRECTION OF WORK PRIOR TO FINAL PAYMENT

The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner of the Owner's Representative as failing to meet the intent of the plans and specifications. 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.

#### **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 may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

#### DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it unacceptable 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 his/her ability for correcting them, and damage caused by them.

#### LIENS

The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and 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 include 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 hazard 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 undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

#### **JOB CONDITIONS**

All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.

There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.

The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building faces. Specific locations will be discussed at the pre bid conference.

Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that become wet or damaged must be removed from the job-site and replaced at the Contractor's expense.

Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.

Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.

No drugs or alcoholic beverages are permitted on the grounds.

The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.

The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.

During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.

The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method material which does not adequately protect roofing materials.

Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.

Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.

The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.

The Contractor will ensure that all substances are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

#### WORKMANSHIP

All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

### INSULATION

Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

# **ROOF DECK**

Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

2.124

#### SAFETY

Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.

Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

#### INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

#### WORK HOURS AND DAYS

When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

# **COMPLIANCE WITH LAWS**

The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

# **OWNER'S RULES**

The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.

THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

# SAFETY AND ECOLOGY

The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A).

#### ANTI-DISCRIMINATION IN EMPLOYMENT

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

#### **INELIGIBILITY OF IRAN LINKED BUSINESS**

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

# **PART 2 - INSTRUCTIONS TO BIDDERS**

#### WITHDRAWAL OR MODIFICATION OF BID

Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her/ after the withdrawal from the contract, the Bidding Contractor may not resubmit them.

#### **BID OPENINGS**

Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

# QUESTIONS

Technical questions regarding this bid can be directed to: Tracey Marzonie, Purchasing Department at City of Novi. <u>tmarzonie@cityofnovi.org</u>.

If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.

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 deck discovered which has not been previously identified.

# **RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES**

The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material required to satisfy these specifications.

# DISCREPANCIES AND ADDENDA

Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.

No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.

It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.

Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

#### **COMPETENCY OF THE BIDDERS**

To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

# **DISQUALIFICATION OF BIDDERS**

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

1. Failure to attend the pre bid meeting;

2. Evidence of collusion among Bidders;

3.Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;

4.Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;

5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or

6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

7. Vendors who are listed on the Excluded Parties List System at <u>www.sam.gov.</u>

# NOTICE OF AWARD

The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of one hundred and twenty (120) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her bid has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

#### WARRANTY

A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer (See further, Statement of Policy).

A two (s) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

#### START AND COMPLETION DATE

Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by all parties.

All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.

Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$300.00 a day for each day beyond the agreed completion date.

The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Bid form.

If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

# PAYMENT

Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can made monthly. Final payment for the project will be made following completion, after final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.

When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.

Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.

Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.

Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.

Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative if requested by Owner's Representative.

All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative will sign a completion slip authorizing final payment.

If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplied prior to release of order.

If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.

Contractor shall have a pre-approved line of credit from the material supplier.

Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

#### INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: <u>invoices@cityofnovi.org</u>. This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.

#### PERFORMANCE AND PAYMENT BONDS

The successful Contractor will be responsible for securing a performance and payment bond from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her bid.

Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.

If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

#### TERMINATION BY THE OWNER FOR CAUSE

The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:

1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Bid form;

2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and

3. Is guilty of substantial breach of a provision of the contract documents.

When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the

Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

#### **COMPLIANCE WITH LAWS**

The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

# PART 3 - CONTRACTOR'S INSTRUCTIONS

# TAXES

Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

# CONTRACTOR'S LICENSE

All pertinent state and local licenses will be required.

# **QUALIFICATION OF BIDDERS**

Provide State of Michigan pre-certification forms.

#### **BUILDING PERMITS**

The acquisition of the applicable permits and associated costs to obtain said permits will the responsibility of the successful Contractor.

#### JOB COORDINATION

Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.

Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify the owner.

#### **CLEAN-UP**

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

#### SUPERINTENDENT

The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.

The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.

The superintendent 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.

#### INSPECTIONS

Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.

The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.

A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

#### PART 4 – STATEMENT OF POLICY

#### ENGINEERING

In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions. Reroofing or Ballasted Roofing Systems will require certification from a structural engineer that the structure will support the proposed additional weight.

#### **GUARANTEES**

A roofing guarantee is available for review from the Material manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer

unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Maternal Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. THE MATERIAL MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS. The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24<sup>th</sup> month following completion of the project.

# APPROVED CONTRACTORS

The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

#### **ROOFING SEQUENCE**

Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

# ACCEPTABILITY OF COMPLETED WORK

The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

#### ENGINEERING AND ROOF DECK

The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

# **ASBESTOS IDENTIFICATION**

The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS. If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

# **ASBESTOS LIMITATIONS**

The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.

IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND,, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.

#### **MOLD LIMITATIONS**

The Garland Company makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

END OF SECTION
#### 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:

<u>Disclosure Statement:</u> The following specification has been prepared with the assistance of <u>The Garland Co. Canton, MI 48188</u>. 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 Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org (248) 347-0466

### SPECIFICATIONS

### ASPHALT SHINGLES

#### PART 12 GENERAL

#### 12.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 12.2 SUMMARY

- A. This Section includes the following:
  - 1. Asphalt shingles.
  - 2. Manufacturer's recommended underlayment.
  - 3. Self-adhering sheet underlayment.
  - 4. Ridge vents.
- B. Related Sections include the following:
  - 1. Division 6 Section "Sheathing" for roof deck wood structural panels.
  - 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings and counterflashings not part of this Section.

#### 12.3 **DEFINITIONS**

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

### 12.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of asphalt shingle, ridge and hip cap shingles ridge vent and exposed valley lining indicated.
  - 1. Include similar Samples of trim and accessories involving color selection.
- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

- 1. Asphalt Shingle: Full-size asphalt shingle strip.
- 2. Ridge and Hip Cap Shingles: Full-size ridge and hip cap asphalt shingle,
- 3. Ridge Vent: 12-inch- (300-mm-) long Sample.
- 4. Exposed Valley Lining: 12 inches (300 mm) square.
- 5. Self-Adhering Underlayment: 12 inches (300 mm) square.
- D. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.
- F. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- G. Warranties: Special warranties specified in this Section.

# 12.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain specified products as required from warranting manufacturer as outlined in the specifications.
- B. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

# D. MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the base sheet system manufacturer will provide the following:
  - 1. Keep the Owner informed as to the progress and quality of the work as observed.
  - 2. Provide daily job site inspections during installation of the shingle roof system. Provide daily emailed progress reports to the Owner outlining the day's roof renovation progress.
  - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

### 12.6 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.
  - 1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- B. Protect unused under-layment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

### 12.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.
  - 1. Install self-adhering sheet under-layment within the range of ambient and substrate temperatures recommended by manufacturer.

#### 12.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.
  - 1. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first 5 years non-prorated.
  - 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 80 mph for 10 years from date of Substantial Completion.
  - 3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
- B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing Installer, covering Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:

1. Warranty Period: two years from date of Substantial Completion.

### 12.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Asphalt Shingles: 100 sq. ft of each type, in unbroken bundles.

### PART 13 - PRODUCTS

#### 13.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

#### 13.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
  - 1. Available Products:
    - a. GAF Materials Corporation Timber-line
    - b. CertainTeed
    - c. Owens Corning
  - 2. Butt Edge: Straight cut.
  - 3. Strip Size: Manufacturer's standard.
  - 4. Algae Resistance: Granules treated to resist algae discoloration.
  - 5. Color and Blends: Match Architect's samples.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

#### 13.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering Sheet Underlayment Full Coverage
  - 1. As manufactured by:
    - a. The Garland Co.

### 13.4 RIDGE VENTS

- A. Flexible Ridge Vent: Manufacturer's standard compression-resisting, threedimensional open-nylon or polyester-mat filter bonded to a nonwoven, nonwicking geotextile fabric cover.
  - 1. Available Products:
    - a. GAF Materials Corporation; Cobra.
    - b. CertainTeed
    - c. Owens Corning
  - 2. Minimum Net Free Area: 4" min.
  - 3. Width: Length of ridge.
  - 4. Thickness: 1-1/2" min. thickness.

### 13.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
  - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Underlayment Nails: Aluminum, stainless-steel with low profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

#### 13.6 METAL FLASHING AND TRIM

- A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
  - 1. Sheet Metal: Kynar 500 per Section 07600.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.
  - 1. Step Flashings: Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 5 inches (125 mm) over the underlying asphalt shingle and up the vertical surface.

- 2. Cricket Flashings: Fabricate with concealed flange extending a minimum 24 inches (600 mm) beneath upslope asphalt shingles and 6 inches (150 mm) above the roof plane.
- 3. Open Valley Flashings: Fabricate in lengths not exceeding [10 feet (3 m)] with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of 10 inches (250 mm).
- 4. Drip Edges: Fabricate in lengths not exceeding [10 feet (3 m)] with 2-inch (50-mm) roof deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.
- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches (100 mm) from pipe onto roof.

## PART 14 - EXECUTION

### 14.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
  - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 14.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install over entire deck surface, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.
  - 1. Full Coverage: All substrate/decking to receive self-adhered underlayment.

### 14.3 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

- Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- C. Step Flashings: Install with a headlap of 2 inches and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- D. Cricket Flashings: Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- E. Open Valley Flashings: Install centrally in valleys, lapping ends at least 8 inches in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
  - 1. Secure hemmed flange edges into metal cleats spaced 2 inches apart and fastened to roof deck.
- F. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.
- G. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.
- H<sub>1</sub> Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

#### 14.4 ASPHALT SHINGLE INSTALLATION

- A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's 'The NRCA Roofing and Waterproofing Manual."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.
  - 1. Extend asphalt shingles 1/2 inch over fascia at eaves and rakes.
  - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.

- 1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
- E. Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches beyond center of valley. Use one-piece shingle strips without joints in the valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
  - 1. Do not nail asphalt shingles within 6 inches of valley center.
  - 2. Set trimmed, concealed-corner asphalt shingles in a 3-inch-wide bed of asphalt roofing cement.
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- G. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
  - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

#### END OF SECTION



#### CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
  - b. Commercial General Liability Insurance The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
  - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
- 2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
- 3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be PRIMARY COVERAGE rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
- 4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
- 5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the

Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

- 6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
- 7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
- 8. The City has the authority to vary from the specified limits as deemed necessary.

#### ADDITIONAL REQUIREMENTS

#### HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.

B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.

- 2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
- 3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and

the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



Rec'd 5/19/22 9:51 Am T. Marzonie







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8

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