## CITY OF NOVI CITY COUNCIL FEBRUARY 27, 2023



**SUBJECT:** Consideration of approval to award the contract to Weatherseal Home Improvements, the low bidder, for Meadowbrook Commons Housing Window Replacement in the amount of \$554,299, and amend the budget.

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

EXPENDITURE REQUIRED	\$ 554,299
AMOUNT BUDGETED	\$ 0.00
APPROPRIATION REQUIRED	\$ 692,875 (includes 25% contingency)
LINE ITEM NUMBER	594-000.00-969.049 apartments
	594-000.00-969.050 ranches

### **BACKGROUND INFORMATION:**

The windows of the Meadowbrook Commons nine ranch housing units and main building are original to their construction in 1999. The windows have been experiencing deterioration including draft leaks and fogging and require replacement. In 2022, attempts to secure quotes were made with multiple vendors with no response.

On January 3, 2023, an RFP for a contractor/window supplier to supply complete windows and frames and provide complete removal of the existing windows and frames was advertised for public bids. A total of five hundred twenty-four (524) new vinyl double pane windows and frames of various sizes were specified. Contractors were notified of the responsibility for their own measurements and calculations in order to bid and complete the project.

Six (6) bids were received and opened on January 26, 2023, following the solicitation period. Staff from PRCS, KMG Prestige, and City of Novi Facilities Management Division reviewed the bids. Weatherseal Home Improvements, the low bidder, is recommended in the best interest of the City, as it is responsive and complies with all requirements of the bidding instructions. A summary of the bids is attached.

Staff is recommending pulling this project forward into the current fiscal year, originally budgeted for FY 2023-24, and is recommending approval of the contract. Work will begin after April 1, 2023, pending City Council approval.

**RECOMMENDED ACTION:** Approval to award the contract to Weatherseal Home Improvements, the low bidder, for Meadowbrook Commons Housing Window Replacement in the amount of \$554,299, and amend the budget.

### RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Meadowbrook Commons Window Replacement Project for apartments and ranches is authorized:

### INCREASE (DECREASE)

SENIOR HOUSING FUND	
APPROPRIATIONS	
Capital Outlay	692,875
TOTAL APPROPRIATIONS	\$ 692,875
Net Increase (Decrease) to Fund Balance	\$ (692,875)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on February 27, 2023

Cortney Hanson City Clerk

### **CITY OF NOVI**

### MEADOWBROOK COMMONS WINDOW REPLACEMENTS

### January 26, 2022

			н	herseal ome vements	Cont	imum racting utions		t Lakes ofing	Buil	te Pine ding & lopment		ridian ting Group		egal struction
ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
APAR	TMENTS													
1	Living Room 70 3/4" x 75"	23	1,248	28,704	1,725	39,675	2,117	48,691	1,530	35,190	1,798	41,354	2,292	52,716
2	Bedroom 1 35" x 60 1/2"	126	766	96,516	875	110,250	850	107,100	840	105,840	968	121,968	1,121	141,246
3	Bedroom 2 55 1/4" x 60 1/2"	6	1,115	6,690	1,050	6,300	1,438	8,628	1,230	7,380	1,398	8,388	1,689	10,134
4	Bedroom 3 70 3/4" x 60 3/4"	12	1,145	13,740	1,550	18,600	1,604	19,248	1,415	16,980	1,588	19,056	1,794	21,528
5	Doorwall 70 3/4" x 79 1/2"	91	1,535	139,685	2,300	209,300	2,136	194,376	2,820	256,620	2,658	241,878	2,449	222,859
RANC	HES	-												
6	Bathroom 27" x 35 1/4"	30	697	20,910	750	22,500	913	27,390	700	21,000	612	18,360	899	26,970
7	Bedrooms 39" x 59"	149	766	114,134	775	115,475	856	127,544	860	128,140	988	147,212	978	145,722
8	Kitchen Window 31 1/2" x 35 1/2"	60	697	41,820	750	45,000	746	44,760	740	44,400	688	41,280	899	53,940
9	Doorwall 70 3/4" x 79 1/2"	60	1,535	92,100	2,300	138,000	2,136	128,160	2,820	169,200	2,658	159,480	2,449	146,940
	GRAND	TOTAL		554,299		\$ 705,100		\$ 705,897		\$ 784,750		\$ 798,976		\$ 822,055

### **CITY OF NOVI**



### MEADOWBROOK COMMONS WINDOW REPLACEMENT

### **REVISED BID FORM**

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

ITEM	DESCRIPTION	SIZE	QTY	UNIT PRICE	EXTENDED TOTAL
	APARTMENTS				
1	Living Room	70 3/4" x 75"	23	\$ 1,248.00	\$ 28, 704.00
2	Bedroom 1	35" x 60 1/2"	126	\$ 766.00	\$96,516.00
3	Bedroom 2	55 1/4" x 60 1/2"	6	\$1,115.00	\$6,690.00
4	Bedroom 3	70 3/4" x 60 3/4"	12	\$ 1,145.00	\$ 13,740.00
5	Doorwall	70 3/4" x 79 1/2"	91	\$1535.00	\$ 139,685.00
	RANCHES		14		
6	Bathroom	27" x 35 1/4"	30	\$ 697.00	\$20,910.00
7	Bedrooms	39" x 59"	149	\$756.00	\$ 114, 134.00
8	Kitchen Window	31 1/2" x 35 1/2"	60	\$ 697.00	\$ 41,820.00
9	Doorwall	70 3/4" x 79 1/2"	60	\$1535.00	\$92,100.00
				GRAND TOTAL	\$554,299.0

### WARRANTY:

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

I have included a copy of the warranty from the Manufacturer. It is a Lifetime Cimited unraty. (30 year ported) Weatherseal Offers 5 year workmanship warranty

EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

COMMENTS: This includes & different windows that are close to the ground and will have tempered glass. REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years. 1. Company East Bay Apartments Address 1877 W East Bay PKwy, Essexulle Phone <u>989-892-3566</u> Contact name 2. Company Charter Township of Orion Address 3380 W. Clarkston Rd. Lake Orign Phone 248-391-0304 Contact name David Rattory 3. Company\_\_\_\_ Address 6840 Talbot Dr. Almont Phone 586-899-7804 Contact name Doug Wodarsk:

### **NON-IRAN LINKED BUSINESS**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

### THIS BID SUBMITTED BY:

Company (Legal Registration) Weatherse	1 Home Improvements Co Inc
Address 51662 On Dr.	,
City <u>Shelby Twp</u> .	State <u>MT</u> Zip <u>48315</u>
	Fax 586-323-9249
Representative's Name Michael Blai	<u> </u>
Representative's Title <u>Sales Manager</u>	
Authorized Signature Malul Bli	
E-mail mblair weatherseal & com	ast.net
Date <u>/-26-2023</u>	

WINDOW SYSTEMS

### Congratulations!

We hope you enjoy many years of greater comfort and added convenience with your beautiful new Alside Windows.

It is with pride we custom built each one — just for you and your home.

With proper care they'll give you a lifetime of worry free service.

Thanks for choosing us ...to change the way you see your world.

Alside.

#### **Commercial Applications**

If the building in which the Alside Vinyl Window System is installed is owned by an entity other than an individual resident owner, whether by a corporation, partnership, an unincorporated association, or by a government or public entity, including without limitation, a church or school, then the warranty period shall be a Thirty (30) Year Prorated Limited Warranty from the date of window installation, applicable to all window parts and components, under the prorated basis of this Warranty, with labor at no charge to Property Owner on warranted work for a one (1) year period, from the date of window installation, and subject to all other terms and conditions of this Limited Warranty.

#### Suggested Cleaning of Alside Vinyl Windows Glass:

Clean glass with a mixture of mild dish soap and water. Rinse completely with clear water, then wipe dry with a soft cloth to avoid water spots. Avoid washing windows in direct sunlight. Never use perroleum-based cleaners or caustic chemicals on the glass.

#### Vinyl Sashes and Mainframes:

Vacuum dirt from sill and track areas before washing. Clean vinyl with a mixture of mild dish soap and water. Mild, non-abrasive soaps are usually safest for most dirt and stain removal. Always rinse completely with clean water and wipe dry.

#### Screens:

Remove from window, then wash on a flat, clean surface with mild soap and water and a soft brush. Rinse, wipe dry and then reinstall.

For additional information, you may download AAMA's Caring for Your Windows and Doors pamphlet at *www.aamanet.org.* 

HIGH CONCENTRATION CLEANERS MAY CAUSE DAMAGE TO GLASS AND VINYL. DO NOT USE SOLVENTS, PAINT REMOVERS, OR CLEANERS CONTAINING ABRASIVE PARTICLES.

This cleaning information is suggested in an effort to be of assistance; however, Alside can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

Alside Vinyl Window Systems are manufactured and warranted by: Alside, 3773 State Road, Cuyahoga Falls, Ohio 44223.

Alside 3773 State Road Cuyahoga Falls, Ohio 44223

For warranty questions call: 1-800-489-1144

### Want to know more?

Visit our website at www.alside.com

© 2019 Alside Printed in U.S.A. 6/19 12M/LP 75-2719-01 Aside is a registered trademark



Window Systems Lifetime Limited Warranty

#### WITH TRANSFERABILITY PROVISIONS

**ISSUED TO** 

Window

ORIGINAL PURCHASER-PRESENT PROPERTY OWNER
PROPERTY ADDRESS
CITY STATE ZIP

DATE OF WINDOW INSTALLATION

DEALER'S NAME

PHONE

NUMBER AND TYPE OF WINDOW PURCHASED





# Window Systems Lifetime Limited Warranty

#### WITH TRANSFERABILITY PROVISIONS

Alside, the Manufacturer of Alside Vinyl Window Systems, makes available to the Original Purchaser-Present Property Owner the Lifetime Limited Warranty, warranting the Alside Vinyl Window System for as long as the Property Owner shall own and live in the property at the stated property address, from date of window or patio door installation, under normal use and service, against specified defects in material and workmanship of the Alside Vinyl Window System, occurring as a direct result of the manufacturing process, and subject to the terms and conditions of this Limited Warranty.

#### Lifetime Limited Warranty - Vinyl Sash Frame and Vinyl Mainframe

For as long as the Original Purchaser-Present Property Owner shall own and live in the property, the rigidized vinyl in the window/patio door sash frames and in the window/patio door mainframe of the basic window unit will be warranted against cracking, warping, peeling, flaking, blistering or corroding.

#### Lifetime Limited Warranty - Moving Parts of the Basic Window Unit

The moving parts of the basic window unit, consisting of the balance to raise and lower the window sash or the brass wheels to slide the sash, and locking mechanism to secure the window or patio door sash, are all warranted for as long as the Original Purchaser-Present Property Owner shall own and live in the property.

#### Lifetime Limited Warranty - Fiberglass Screening and Screen Frame

The fiberglass screening material used in the window/patio door screen and the material for manufacture of the screen frames are warranted against manufacturing defects resulting in rotting or rusting, for as long as the Original Purchaser-Present Property Owner shall own and live in the property. Should such a manufacturing defect occur, the Manufacturer agrees to furnish new screen material or new screen frame material to the Property Owner. transportation charges payable by the Property Owner.

Lifetime Limited Warranty - Insulating Glass Unit The hermetically scaled insulated glass unit of the Alside Vinyl Window/ Patio Door System is warranted for as long as the Original Property Owner shall own and live in the property from date of window installation against development of material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior plass surfaces, caused by failure of the hermetic seal, under conditions of normal use and service.

#### **Labor Provisions**

During the one (1) year period from date of window installation, the Manufacturer will provide the labor at no charge to the Original Purchaser-Present Property Owner for repair or replacement of the warranted window part or component, under the provisions of this Limited Warranty.

Except as to labor on repair or replacement for one (1) year on watranted work following date of window installation, this Limited Warranty does not include any additional labor costs and the Manufacturer will not be responsible after the first year for any costs incurred in the removal or replacement, installation or reinstallation of the window or of any part or component of the window, or of any repaired or replacement part or component furnished by Manufacturer under this Warranty for the window. This warranty does not cover breakage of glass or torn screening from any cause whatsoever.

#### **Residential 10-Year Limited Warranty, Commercial 3-Year Limited** Warranty - Factory Applied Exterior Colors

The factory-applied exterior coating on the Product is warranted against peeling, flaking, chipping, blistering and significant ultraviolet fading or discoloration (grearer than 5 Delta E units) caused by natural environmental conditions, for ten (10) years from the date of Product purchase for the Original Purchaser/Present Property Owner (Three (3) years for Commercial Applications) and is subject to the transferability limitations set forth in the Limited Warranty.

Alside, in its sole and unilateral discretion, will make the final determination as to whether any claim for fading, discoloration, or color change is a covered claim under this warranty. If Alside determines a claim to be a covered claim, Alside will either replace the affected product(s) or refinish the affected product(s). Replaced or refinished products or components are not guaranteed to match the original products due to the normal effects of weathering over time.

#### **Alside Vinyl Window Systems Limited Warranty** Transferable to Successor Owner

This Limited Warranty for the Alside Vinyl Window System is transferable one time by the Original Purchaser to the successor owner of the property, within the first thirty (30) years from date of window installation. Upon transfer, the transferred warranty period shall be limited to the unexpired remaining portion of such thirty (30) years from date of window installation, and shall not be further transferable.

In the event of property transfer, the subsequent owner will be responsible for charges based on the following schedule:

0 - 10 Years	No Charge
11 - 15 Years	50%
16 - 20 Years	70%
21 - 25 Years	80%
25+ Years	90%
21 - 25 Years	80%

The basis for computing the cost of material for repair or replacement shall be current market prices.

#### **Property Owner Claim Procedure and Other Warranty Provisions**

Any claims for defects under this Limited Warranty should be submitted online at unww.alside.com/support/warranties/ promptly after discovery of the claimed defect, describing the defect claimed and referring to this Warranty and date of window installation, together with the name of contractor, and proof of purchase, proof of property ownership and transfer info as requested. Allow a reasonable time for inspection purposes if determined to be necessary.

If the windows do not conform to this Warranty and any such manufacturing defect occurs within the time period specified, according to the provisions of this Warranty, then Alside agrees, at its option, to repair or replace the defective part or component of the window free of charge, which shall be shipped to Alside, transportation charges prepaid, or upon prepayment of any applicable prorated amount then due from the Original Purchaser-Present Property Owner. The Property Owner will be responsible for return transportation charges back to the property location.

Replacement parts or components furnished by Manufacturer under this Warranty will have the standard color available at that time. A color variance may occur between the new replacement part or component in comparison to the original window due to weathering exposure and would not be indicative of defects in the part or component.

Alside reserves the right to discontinue or change any Alside Vinyl Window System as manufactured. If the part or component of the window originally installed is not available and Alside determines to make replacement. Alside shall have the right to substitute a compatible part or component, apportioned when pro rata basis applies over the warranted time period for usage to refund date.

The Manufacturer does not warrant installation nor defects caused by installation. This Warranty covers only the specific manufacturing defects as specified herein. This Warranty does not cover any other damages or material failure including, but not limited to, normal weathering of sash frames and mainframe, and screen and screen frame, oxidation, accidents or intentional damage, or fire, flood, windblown objects, hail, lightning, earthquake or other Acts of God, chemical pollutants, chemicals, brick wash, mildew, negligent maintenance, fading, misuse or abuse, building settlement or structural defects, or if subjected to stresses resulting from localized heat sources which cause excessive temperature differentials over the glass surfaces or edges, or any other causes or occurrences beyond the Manufacturer's control. This Warranty does not apply if the windows are painted, varnished or coated with any other substance.

Normal weathening may enuse any surface to oxidize, challe or accumul surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, the quality of the atmosphere and other local factors in the area, over which the Manufacturer has no control, contribute to the severity of these conditions.

Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. Caulking is considered a maintenance issue and is the responsibility of the homeowner. It is not considered part of the product and is not covered under this warranty.

Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior / exterior temperatures, and does not indicate a defect in the window. This Warranty does not cover condensation nor frost or freezing from condensation on the windows.

This Warranty is limited to the Manufacturer's furnishing repaired or replacement parts or components of the window, free of charge, within the time period specified, or as applicable, upon payment in advance of any pro rata amount then due from the Original Purchaser-Present Property Owner, according to the provisions of this Warranty, on the Manufacturer receiving from the Property Owner any such claimed defective parts or components of the window, and with return transportation charges for any repaired or replacement window part or component being at Property Owner's responsibility, as provided.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALSIDE DISCLAIMS ANY OTHER WARRANTY EXPRESS OR IMPLIED, THAN THAT PROVIDED FOR HEREIN. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WARRANTED PRODUCT. ALSIDE DOES NOT AUTHORIZE ANY PERSON INCLUDING ITS REPRESENTATIVES, TO MAKE ANY REPRESENTATION OR TO OFFER ANY WARRANTY, CONDITION OR GUARANTY IN RESPECT OF THE PRODUCT OTHER THAN THIS WARRANTY.

THIS WARRANTY CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY ALSIDE'S WARRANTY MANAGER. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST ALSIDE AND UNDER NO CIRCUMSTANCES SHALL ALSIDE BE LIABLE FOR AN AMOUNT GREATER THAN THE ORIGINAL INSTALLED COST OF THE PRODUCT OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR IN THIS WARRANTY FAIL OF THEIR ESSENTIAL PURPOSE. ALSIDE SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state.







# Welcome Home

MEZZO WINDOWS .... QUALITY AT ITS BEST. It's the ultimate collaboration. Elegant, sleek style mixed with take-charge strength and energy efficiency. The aesthetics are everything you want in a window and the performance power is cutting-edge. Mezzo Windows are made for you.

There is so much more to the windows in your home than the frame, sashes and glass. The true substance is the quality and expertise built into every step of the design and manufacturing process. In choosing Alside for your window installation, each window is custom-made to fit your window openings precisely. Our more than 70 years of industry excellence stands strong as our legacy of leadership and trust, where customer happiness always comes first.



### A LEGACY OF EXCELLENCE AND INNOVATION.

We also take special pride in our exceptional "Custom-Crafted in America" quality. Our U.S. operations not only champion the tradition of American ingenuity, they also fortify our nation with quality jobs and economic dollars.



## EdgeForce

The beauty of our EdgeForce narrowline frame and sashes is subtle and substantial at the same time. The sleek design is visually clean and contemporary, with a larger glass area for exceptional daylighting and outside viewing. And beneath the elegance? Internal chambers are meticulously engineered for structural integrity and energy efficiency.

### 💌 CoreFX COMPOSITE REINFORCEMENT

CoreFX is a structural component that never quits. This innovative non-conductive composite reinforcement in the sash meeting rails is designed for energy efficiency and the secure mounting of hardware.1

### Defense-Tek

Stylish and strong, this low-profile secure locking hardware features an indicator that tells you if your windows are left unlocked. But the true beauty of Defense-Tek is its end-of-throw cam shift locking action, expertly constructed for increased protection.

### Forecaster TRUE SLOPED SILL

Forecaster elevates both the appearance and performance of Mezzo Windows with its smooth, uniform design. The true sloped sill is expertly crafted to provide a highly efficient drainage system that promotes water runoff without the use of weep holes.2

### HP<sup>3</sup> TELESCOPING SILL

The benefits distinction here is three-fold: protection from air and water infiltration, increased structural stability and enhanced beauty. The integrated telescoping sill dam effortlessly blends strength with style.

## 

When extreme wind and weather hit your home, Gatekeeper stands strong. Traditional sloped sill designs can allow the sash to bow during powerful winds, but with Gatekeeper interlocking sash-to-sill technology, the sash is channeled firmly into the window frame for a unified wall of strength. Combined with three layers of weatherstripping, Gatekeeper delivers unmatched protection, as well as peace of mind.



Improved form and functionality is the focus of our Ocular screen bulb seal. The compression bulb aids in the installation and removal of the extruded aluminum screen. The snug fit also eliminates light penetration between the screen and frame and helps block insect access.<sup>3</sup>

For enhanced appearance and ease of installation, two additional frame options also are available.<sup>4</sup> Further improve the energy efficiency of Mezzo Windows with a triple-pane insulated glass option.







### DISCOVER SUPERIOR **QUALITY AND** ENERGY EFFICIENCY FOR YOUR HOME.

Mezzo's advanced design innovations paired with ultra-efficient insulating glass delivers exceptional functionality and style. Mezzo Windows provide a clean installation because they require no additional wall construction, in comparison to stock windows. Each window is custom-made with various frame and glass options to create the perfect window system for your home. Various selections include:

### Frame Type

Double- or Triple-Pane Glass

Sized to Exact Opening

Mezzo Windows achieve exquisite detail you'll appreciate every day, from every angle.











Double-hung base model will automatically be upgraded to ST (steel inforcement) for all units ordered in excess of 48" wide or 84" high 2 For larger size windows or to meet specific DP/PG ratings, optional weeps/performance package must be ordered <sup>3</sup> Available only with the full screen option

<sup>4</sup> Not all nail fin options are available in all woodgrains. See your Alside Representative for more details

1-3/8" Nail Fin Set Back with J-Channel Adaptor Triple-Pane Glass

# Beauty Forged with Performance

The closer you look, the more you'll see why Mezzo is a standout choice for your home.



FULLY FUSION-WELDED FRAME AND SASH CORNERS create superior strength and a clean, low-profile finished look.



DUAL-PANE, DOUBLE-STRENGTH GLASS increases strength, durability and insulation.



AIRTIGHT INSULATING CHAMBERS enhance thermal performance and durability.



DUAL BULB SEALS along the bottom of the lower sash improve the appearance and create a tighter seal between the lower sash and true sloped sill when the window is closed and locked. (Double-hung and single-hung only.)



DUAL VENT STOPS for limited and convenient opening of the window for ventilation. (Not available on single-hung or single-sliding windows.)



HIDDEN SCREEN TRACK creates a clean-line design for enhanced visual appeal; half screens are standard, optional full screens available.



### DISCOVER SUPERIOR QUALITY AND ENERGY EFFICIENCY FOR YOUR HOME.

Mezzo's advanced design innovations paired with ultra-efficient insulating glass delivers exceptional functionality and style. Mezzo Windows provide a clean installation because they require no additional wall construction, in comparison to stock windows. Each window is custom-made with various frame and glass options to create the perfect window system for your home. Various selections include:

### Frame Type

Double- or Triple-Pane Glass

Sized to Exact Opening

Mezzo Windows achieve exquisite detail you'll appreciate every day, from every angle.

# High-Performance Glass Packages -Designed for Energy Savings Year-Round.\*

Reducing energy loss is often the number one reason for purchasing replacement windows. Windows are roughly 80% glass, so it's important to choose the ideal glass system for your home and climate. Upgrading to a high-performance Low-E (low-emissivity) insulated glass package will help further contribute to year-round energy savings.

Mezzo offers two families of high-performance insulated glass packages:

- ClimaTech<sup>®</sup> combines insulating Low-E glass, argon gas and the Intercept® Warm-Edge Spacer System that features a unique, one-piece metal alloy, U-channel design that creates an effective thermal barrier.
- ClimaTech ThermD features insulating Low-E glass, argon gas and a Stainless Steel Intercept Warm-Edge Spacer System for even greater thermal efficiency.

### ENHANCED CAVITY FOAM OPTION



Mezzo Windows innovative technology utilizes carbonized foam liners in select channels of the head, jamb and sill to create a highly effective thermal barrier against energy loss. The graphite-enhanced foam insulation outperforms typical EPS foam insulation in preventing air infiltration

while also adding structural integrity to your windows. Available in single-hung, double-hung, sliding and picture windows.

### TAKE A CLOSER LOOK AT MEZZO'S TRIPLE-PANE,

ULTRA-EFFICIENT GLASS SYSTEM Further increase the energy efficiency of your Mezzo Windows with triple-pane glass protection. This high-performance design features a 1" thick glass unit, three panes of glass, two surfaces of Low-E (low-emissivity) technology, and two spaces of argon gas, along with the ClimaTech ThermD Intercept Stainless Steel Spacer for a powerful energysaving shield. You'll also appreciate the improved overall comfort and quieter indoor ambiance of your home.



Winter Energy Savings: Low-E insulating glass reduces heat loss by reflecting warmth back into your home.



Summer Energy Savings: Low-E helps block unwanted solar heat penetration to help conserve air-conditioning use.

Argon Low-E Glass ClimaTech ThermD Intercept Stainless **Steel Spacer** 



The ENERGY STAR label certifies that the window is a positive choice for energy efficiency, fuel savings and the environment. ENERGY STAR is a government-backed voluntary partnership program sponsored by the U.S. Environmental Protection Agency and the U.S. Department of Energy to help consumers recognize energy-efficient products. It's good for you and good for the environment!

	Double	-Hung	Slid	ling	
	U-Factor	SHGC	U-Factor	SHGC	
Clear Glass	0.46	0.57	0.46	0.58	
ClimaTech	0.29	0.30	0.29	0.30	
ClimaTech Elite	0.29	0.21	0.28	0.21	
ClimaTech ThermD	0.28	0.30	0.28	0.30	
ClimaTech ThermD Elite	0.28	0.21	0.27	0.21	
ClimaTech ThermD with Enhanced Cavity Foam	0.27	0.30	0.27	0.30	
ClimaTech ThermD S3	0.28	0.37	0.28	0.37	
ClimaTech ThermD TG2	0.22	0.26	0.22	0.26	
ClimaTech ThermD TG2 Elite	e 0.22	0.19	0.21	0.19	

values are also availabl

# Above and Beyond -Mezzo Meets Stringent ENERGY STAR® Requirements!

Mezzo Windows meet or exceed stringent ENERGY STAR requirements – and are certified and verified for energy-saving performance. The dual-pane, double-strength insulated glass, energy- engineered frame and sash and non-conductive composite reinforcements are just part of the advanced design that puts Mezzo in a class by itself.



Mezzo Windows and Alside Patio Doors are available with a variety of glass options. Please consult your window professional to help you choose the best glass package to meet the ENERGY STAR requirements for your home and climate zone.

### GLASS PACKAGES SPECIFIC TO YOUR NEEDS.

Insulated glass units\* increase the energy efficiency of your windows beyond ordinary clear glass and can tailor the window to your specific climate challenges. The chart below makes it easy to compare the glass performance. The lower the U-Factor, the less energy you'll need to heat your home. The lower the Solar Heat Gain Coefficient (SHGC), the more you'll conserve on air-conditioning.

### THERMAL PERFORMANCE COMPARISON<sup>5</sup>

### TESTED AND PROVEN.

Mezzo Windows meet or exceed Air, Water and Structural Loads performance requirements as determined through ASTM (American Society for Testing and Materials) test methods, the globally recognized standards for product quality and safety.

# Double-Hung Windows



### FOREVER IN STYLE,

Mezzo's refined and purposeful design stays true to the classic double-hung style, yet exudes a cool, contemporary elegance with clean lines and crisp corners. The double-hung window is equally loved for its carefree functionality. No need to struggle with hard-to-reach areas. Both sashes tilt in to allow easy cleaning from inside the comfort of your home.

Built for everyday wear and tear, the expertly constructed sashes raise and lower easily on a constant force balance system, thus eliminating sash cords, weights and pulleys. Both the beauty and smooth operation of Mezzo Double-Hung Windows will be a simple pleasure.



- Narrowline frame and sashes with fusion-welded corners for exceptional beauty, strength and energy efficiency.
- Integrated sash-to-sill interlock provides a unified wall of strength; prevents the sash from bowing in extreme winds.
- Non-conductive, composite reinforcement in the meeting rails allows for secure mounting of hardware and promotes energy efficiency.<sup>2</sup>
- True sloped sill creates a highly efficient drainage system to prevent water and debris accumulation.
- Constant force balance system provides smooth raising and lowering of sashes.
- Hidden screen track for a neat, clean appearance.



Near Right: The easy-to-clean feature of Mezzo Double-Hung Windows adds to its popularity. Simply tilt in the sashes to access both sides of the glass from inside your home. Single-hung windows also are available, with a tilt-in bottom sash only. Far Right: Narrowline frame and sashes enhance the aesthetic appeal, inside and out.







# Wide-open volume and natural light, the perfect stage





The true beauty of the picture window is its versatility. Whether grand or small, alone or combined with other window styles, Mezzo Picture Windows and Special Shapes make a statement of quality. The narrowline frame and full glass exposure offer an unobstructed outdoor view, while the high-performance insulating components provide a strong shield of protection against harsh weather and energy loss.

# Sliding Windows





Above: Quiet and smooth operation is assured with a precision-engineered roller system.

### SIMPLICITY AND EASE.

Visually sleek and deceptively strong, Mezzo Sliding Windows are distinct in their slim silhouette, ample glass area and smooth gliding action. Both sashes slide horizontally for easy opening and closing and lift out for convenient cleaning.<sup>8</sup> The heavy-duty construction and weathertight fit ensure excellent performance and protection.

- Narrowline frame and sashes with fusion-welded corners for exceptional beauty, strength and energy efficiency.
- Insulated glass unit with double-strength glass and warm-edge spacer system provides thermal protection and longevity.
- Embedded, multi-chambered construction creates airtight insulating compartments for thermal performance and strength.
- Non-conductive, composite reinforcement in the meeting rails allows for secure mounting of hardware and promotes energy efficiency.
- Nylon-encased dual brass roller system for easy-glide performance.
- Hidden screen track for a neat, clean appearance.



### **PICTURE WINDOW**

Above: Picture windows and special shapes invite creativity when designing your home's window system. Use alone or combine multiple units to create a dramatic focal point,

- Narrowline frame with fusion-welded corners for exceptional beauty, strength and energy efficiency.
- High-performance insulated glass unit with double-strength glass and warm-edge spacer system (picture windows) provides thermal protection and longevity.
- Embedded, multi-chambered construction creates airtight insulating compartments for increased thermal performance and strength.
- Choose from a variety of architectural styles, including Circle Top, Quarter Arch, Eyebrow, Half Eyebrow, Ellipse, Full Circle, Hexagon, Octagon, Pentagon, Cathedral, Trapezoid, Triangle and more.

# Picture Windows and Special Shapes

### SOMETIMES BOLD, ALWAYS BEAUTIFUL.



# Casement and Awning Windows

### THE PINNACLE OF UTILITY AND DESIGN.

There's more to casement and awning windows than meets the eye. There's history and practicality, merging the old-world craftsmanship of a charming crank handle with the refined details of today's advanced window technology. Featuring a low-profile, easy-touch nesting handle, the casement sash gently opens outward, while the awning window opens up and out.

### CASEMENT WINDOWS

- Beveled exterior sash design creates the appearance of a larger glass area with an attractive slimline look.
- Step-down frame with compressiontype inner bulb seal achieves a tight seal during inclement weather.
- State-of-the-art hinge system provides multi-directional ventilation and allows sash cleaning from inside the home.
- Positive crank mechanism permits easy operation when opening and closing the sash.
- Multi-point locking system ensures a tight seal and increased comfort.
- Multiple lite configurations available in a single mainframe.

### AWNING WINDOWS

- Beveled exterior sash design gives the window the appearance of a larger glass area with an attractive slimline look.
- Heavy-duty, state-of-the-art hinge system provides easy operation from inside the home.
- A dual locking system on each side of the window.
- Multiple lite configurations available in a single mainframe.
- Combine with fixed lites to allow for convenient ventilation while creating increased visibility.



# Bay, Bow & Garden Windows

### BRING OUT THE CHARACTER.

A striking focal point, a cozy reading nook, a bright display of herbs and flowers – anything is possible with bay, bow and garden windows. Each of these windows can transform your room from basic to beautiful.







and the form

12

BAY WINDOW





### GARDEN WINDOWS

- Fully welded mainframe for strength and stability.
- Clear 1" insulated glass unit provides all-weather protection.
- Top sloped insulating glass panel is tempered for increased durability.
- Multi-point locking system for a tighter seal and added comfort.
- Available with white screens and white hardware only.

### BAY AND BOW WINDOWS

- 1-1/4" furniture-grade veneer is standard in the construction of head, seatboard and jambs.
- Head and seatboard are available in oak or birch veneer finishes and ready for painting or staining.\*\*
- 3" pre-insulated seatboard option adds comfort and promotes energy efficiency.
- Slimline reinforced mullion design.
- Bay and bow windows are available in a variety of colors and finishes.
- Exterior roof system available with optional copper or painted aluminum roof clad kits.

# Sliding Patio Doors

### LEGENDARY QUALITY WITH MODERN DETAIL.

There's no better measurement for a patio door than performance. From a quality design and excellent construction to smooth operation and enduring beauty – our sliding patio doors are a premier choice. Each door combines superior manufacturing technology with artistic detail to provide an entry that's beautifully welcoming and always weathertight. Choose from three distinctive styles in Contemporary, Classic and French.

- Premium vinyl mainframe and sash extrusions are colored throughout – won't chip, peel, crack or warp and never needs to be painted.
- Mainframe and sash feature a double-wall design and multi-chambered construction for increased strength.
- 1" thick insulated glass unit with warm-edge spacer system promotes energy conservation year-round.
- Dual internal/external weatherstripping on the sash for energy efficiency.
- Steel reinforcements at the interlocks and lock rails increase structural integrity.

- Precision-engineered tandem roller system ensures easy and quiet door operation.
- Heavy-duty extruded aluminum screen features four adjustable rollers for smooth gliding.
- Available in a 2-panel style in 5', 6', 8' and Wisconsin-style widths; 3-panel styles in 9' and 12' widths; and a 4-panel style in a 12' width with center panels that open to each side.
- Choose from a variety of solid colors, woodgrain options, hardware finishes and grid patterns to complement your Mezzo Windows.

Bright

Brass

A naturally

point of view.



patio door features 3" symmetrical sash rails for a sleek, clean-line design. Opposite page upper right: The Classic-style door conveys traditional beauty with generous 5" sash rails. **Opposite** page bottom: The 5" top rail, 7" bottom rail and 3" side rails of our French-style door combines French door charm with floor space-saving functionality.

Opposite page

upper left: The







### FRENCH PATIO DOOR HANDLES



Contemporary, Classic and French-style exterior patio door handles are available in white, beige, classic clay

and black.

Antique

Antique

Brass





# FrameWorks Color Collection

### EXCEPTIONAL STYLE FOR EVERY HOME

Beauty and vision, performance and strength - it all comes together in Mezzo's exciting collection of styles, colors and custom accents. Our FrameWorks exterior colors feature a cutting-edge polyurethane coating technology with heat-reflective pigments for a remarkably strong and fade-resistant finish. Interior woodgrain laminates are performance-engineered for superb durability that maintains its attractive appearance over the life of the product.

### **EXTERIOR COLORS**



### **INTERIOR COLORS**

White



# Design Options

### **GRID OPTIONS**

Decorative grids lend an added measure of style and dimension to your windows. Contoured colonial grids are available in 3/4" and 1" profiles with complementary colors and matching woodgrains.9 All grids are enclosed within the insulated glass unit for easy cleaning. First, select a grid pattern from one of our five styles, and then choose a grid profile to achieve your ideal finished look.

Flat Grids – available in Colonial, Diamond, Craftsman, Prairie and Double Prairie patterns.

Contoured Grids - available in Colonial, Craftsman, Prairie and Double Prairie patterns.

<sup>9</sup> 1" contoured colonial grids are not available in matching woodgrains

### V-GROOVED CUT GLASS

Mezzo Windows and Alside Patio Doors offer two classic V-grooved cut glass patterns – the perfect way to add a touch of elegance without obstructing the view.

### SIMULATED DIVIDED LITES

Simulated Divided Lites expertly combine the distinctive historical window design with the superior quality, energy efficiency and easy-care convenience of today's advanced technology.



1-1/4" with mill 7/8" with mill finish shadow bar finish shadow bar

<sup>10</sup> Not available with triple-pane glass packages







C	oloni	al	

16

<sup>†</sup>Extruded solid color. Note: Classic Clay base is not available with exterior color finishes White woodgrain is available with a Beige or Classic Clay base only.
 Note: White, Beige and Classic Clay windows and patio doors will have matching interior hardware. Windows and patio doors ordered with

a Light Oak, Dark Oak or Rich Maple interior will receive Pontiac Gold hardware. Windows and patio doors ordered with a Cherry or Foxwood interior will receive Brown hardware

Contoured Light Oak

Dark Oak



Prairie

### **TRIMWORKS® EXTERIOR** TRIM SYSTEM

Foxwood



This full-frame window replacement system

features a variety of exterior casing and brickmould options that are custom fabricated with each window for a weathertight installation and beautiful finished look.

Cherry



Flat Casing Available with and without bullnose sill.



Brickmould Available in 1-1/2" and 3/4" profiles.

# Peace of Mind



## Smarter choices for a Detter World, today's homeowners are happily choosing green.

### THE ALSIDE LIFETIME LIMITED WARRANTY.

Mezzo Windows are made by Alside, a recognized leader in product innovation, manufacturing excellence and uncompromising quality control. That's a reputation you can count on, from the day your windows are installed until the day you sell your home. And to make your buying decision easier, Alside backs all Mezzo Windows with a Lifetime Limited Warranty,\* one of the strongest in the industry, along with an optional glass breakage warranty. In addition, our FrameWorks Color Collection exterior finishes carry a 10-year fade-resistance warranty – further assurance of lasting performance and value.



### GREEN INSPIRATION.

Exceptionally strong and weathertight, Alside Windows and Patio Doors are masterfully crafted to provide energy efficiency and help conserve the consumption of fossil fuels for heating and cooling homes. They also boast a long service life and are produced with manufacturing efficiencies designed to reduce waste during production. As a recyclable material, in-plant vinyl scrap can be reused for other products, further lessening the volume and environmental impact of waste.







Alside 3773 State Road Cuyahoga Falls, Ohio 44223 1-800-922-6009 www.alside.com



©2022 Alside: Alside, ClimaTech, FrameWorks and Mezzo are registered trademarks of Associated Materials, LLC. Intercept is a registered trademark of Vitro Architectural Glass. USGBC and related logo is a trademark owned by the U.S. Green Building Council. \*Energy savings will vary. See your Alside Sales Representative for additional information regarding insulated glass package performance. Insulated glass (IG) units that require capillary tubes may experience some argon gas depletion. \*\*It is imperative that your new bay or bow window is sealed and finished properly within the first 30 days after installation. Failure to properly finish and seal all of the wood components may cause the wood to fade, swell, warp, or develop other defects that would not be covered under your normal product warranty. \*For a copy of the written product warranty please visit *www.alside.com/support/warranties/* or contact your Alside Sales Representative. Colors may be slightly different from their appearance in this brochure. Make final color selections using actual product samples. All specifications and designs subject to change without notice. Printed in USA. 01/22 20M/OP 75-2934-01





### NOTICE - CITY OF NOVI

### **INVITATION TO BID**

### MEADOWBROOK COMMONS WINDOW REPLACEMENT

### **IMPORTANT DATES**

Bid Issue Date	Tuesday, January 3, 2023		
Last Date for Questions	Friday January 13, 2023 by 12:00pm Please submit all questions via email to: Tracey Marzonie, Purchasing Accountant tmarzonie@cityofnovi.org		
Response Due Date	Thursday, January 26, 2023 by 2:00pmDeliver to:City of NoviFinance Department45175 Ten Mile RdNovi, MI 48375		

### **DESCRIPTION:**

The City of Novi is seeking a contractor/window supplier to supply complete windows and frames and to provide complete removal of existing windows and frames, installation of the new windows and frames at the Meadowbrook Commons Independent Living Center located at 25075 Meadowbrook Road, Novi, MI 48375.

### NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info

### INSTRUCTIONS

### QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

### TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services.

### CHANGES TO THE BID/ADDENDA

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at <u>www.mitn.info</u>. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

### **BID SUBMITTALS**

Provide **one (1)** unbound signed copy of the original bid. 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.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern. FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

### SUBMISSION OF BID

To be considered, bids must be submitted as specified in the Notice page, on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone bids are not acceptable. Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. Bids must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. ANY CHANGES MADE ON THE BID FORM MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

A bid may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Failure to include in the bid all information requested may be cause for rejection of the bid.

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

### **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.

### **CONSIDERATION OF BIDS**

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid. The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

### **RESPONSIVE BIDS**

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or

where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

### **EXCEPTIONS**

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the bid documents will be applicable during the term of the contract.

### CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

After contract award, a summary of total price information for all submissions will be posted on the MITN website at <u>www.mitn.info</u>.

The City may, from time to time, find it necessary to continue this contract on a monthto-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

### VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

- In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
  - (a) Failed to provide the service or supplies required;
  - (b) Provided the service or supplies in an untimely manner causing delays and interference;
  - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
  - (d) Exhibited poor quality of performance in delivering the service;
  - (e) Delivered poor quality of goods;
  - (f) Failed to comply with laws and ordinances relating to the contract performance;
  - (g) Defaulted on its quotations;
  - (h) Such other action what leads the City to believe that the contractor's duties will

not comport or comply with the bid requirements.

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

### **GENERAL CONDITIONS**

### **INSURANCE**

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful bidder 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.

### PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

### <u>CLEAN UP</u>

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

### SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

### **NO EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

### NOTICE TO BIDDERS

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies**. The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, <u>www.mitn.info</u> and obtain an official copy.

### TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

### FREIGHT CHARGES/SHIPPING/HANDLING

All bid/proposal pricing is to be F.O.B. destination.

### DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

### 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.

### **CONTRACT TERMINATION**

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

### TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be

bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

### ACCEPTANCE OF BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

### DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

### ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

### **SAMPLES**

Samples for testing may be requested by the City of Novi during bid evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid rejection.

### SAFETY DATA SHEETS (SDS)

All City of Novi purchases require a Safety Data Sheet, ("SDS"), where applicable, in compliance with Miosha "Right To Know" law. The SDS must include the following information:

- 1. The chemical name and the common name of the toxic substance.
- 2. The hazards or other risks in the use of the toxic substance, including:
  - a) The potential for fire, explosion, corrosivity, and reactivity;
  - b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - c) The primary routes of entry and symptoms of overexposure.
- 3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 4. The emergency procedure for spills, fire, disposal, and first aid.
- 5. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

### **ROAD WEIGHT RESTRICTIONS**

The City of Novi has several Restricted Commercial Vehicle Routes. These sections of roadway are closed to commercial thru traffic. You may drive on these sections of road only if you are providing the contracted service within that particular section. At no time will the contractor drive more than a one (1) mile distance on a restricted road. For a poster-sized map with additional details, contractors can check our Map Gallery: <a href="http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf">http://cityofnovi.org/Community/PDFMaps/RoadwayWeightClassifications.pdf</a>

### **INDEPENDENT PRICE DETERMINATION**

By submission of a bid, the offeror certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- a. The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- b. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
   Each person signing the bid certifies that:
- c. He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- d. He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.

### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

### COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 2). (Applies to contract and subgrants for construction or repair)

### DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24.

### ANTI-DISCRIMINATION

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.

### PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.



### CITY OF NOVI MEADOWBROOK COMMONS WINDOW REPLACEMENT SPECIFICATIONS

### SCOPE OF WORK

### The scope of work includes the followings:

- 1. Supply a total of five hundred twenty-four (524) new vinyl double pane windows and frames.
- Contractors are responsible for their own measurements and calculations that they
  may need to bid and complete this project as required by this specification.
  Coordinate with Ginny Hallam, Community Manager of Meadowbrook Commons,
  (248)305-8646 or virginia.hallam@kmgprestige.com prior to performing any field
  measurements.
- 3. Identify and label the location for each of the designated windows and frames. Provide installation drawing for each of the designated window and frame.
- 4. Position of the new windows and frames shall be as per existing windows and frames.
- 5. Supplier is responsible for delivery and storage of windows and frames on site. Location is to be coordinated with Ginny Hallam, Community Manager of Meadowbrook Commons.
- 6. New windows and frames shall be delivered in containers and stored in designation area with security locks upon completion of installation.
- 7. Any damage to windows, and frames is to be replaced at the installation contractor's expense.
- 8. Contractor will provide all other required materials related to work.
- 9. Work to begin AFTER April 1, 2023.



### 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 effected 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.



### CITY OF NOVI

### MEADOWBROOK COMMONS WINDOW REPLACEMENT

### **BID FORM**

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

ITEM	DESCRIPTION	SIZE	PANES	QTY	UNIT PRICE	EXTENDED TOTAL
	APARTMENTS					
1	Living Room w/Bars	32 1/4" x 35 3/4" x 3/4"	9	97	\$	\$
2	Bedroom 1	24 1/4" x 28 3/4" x 3/4"	6	12	\$	\$
3	Bedroom 2	32 1/4" x 28 3/4" x 3/4"	6	36	\$	\$
	RANCHES					
4	Bedroom 1	36 1/4" x 27 3/4" x 3/4"	6	136	\$	\$
5	Bedroom 2	24 1/4" x 15 3/4" x 3/4"	6	32	\$	\$
6	Kitchen	28 1/4" x 15 3/4" x 3/4"	6	60	\$	\$
7	Door Wall w/Operating Panel	31 3/8" x 73 3/8" x 7/8"	2	151	\$	\$
8	Door Wall w/Stationary Panel	33 1/2" x 76 3/4" x 7/8"	Vertical		¥	Ŷ
					GRAND TOTAL	\$

### WARRANTY:

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist. EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

сом	MENTS:	
	ENCES: Pleas e done in the l	provide at least three client (3) references for projects of similar st 3 years.
1.	Company _	
	Address	
	Phone	Contact name
2.	Company _	
	Address	
	Phone	Contact name
3.		
		Contact name

### NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

### THIS BID SUBMITTED BY:

Company (Legal Registration)			
Address			
City		Zip	
Telephone	Fax		
Representative's Name			
Representative's Title			
Authorized Signature			
E-mail			
Date			