



#### **Purchasing Division**

## **Invitation for Bid**

IFB-4231-16-DH
Re-Roofing Projects for City of Grand Junction Facilities Buildings

## Responses Due:

May 5, 2016 prior to 12:00pm

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u>

System (RMEPS)

https://www.rockymountainbidsystem.com/default.asp

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

### Purchasing Representative:

Duane Hoff Jr., Senior Buyer <u>duaneh@gjcity.org</u> 970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

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## 1. Instructions to Bidders

- 1.1. Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to re-roof up to three buildings located at the Tiara Rado Golf Course, the City Facilities Building (building "B"), and the Senior Recreation Center. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 1.2. Mandatory Site Visit/Briefing: Prospective bidders are required to attend a site visit/briefing on April 27, 2016 at 9:00am. Meeting location shall be at the Municipal Campus, 333 West Avenue, Building B, Facilities, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- **1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Prequalification Requirement: CITY ONLY Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "Rules and Procedures for Pre-qualification of Contractors". All bids received by the specified time will be opened, but the City will reject bids over \$50,000 from contractors who have not been prequalified. Application forms for prequalification are available at the Administration Office of the Department of Public Works and Planning, City Hall, 250 North Fifth Street, Room 245. Call 970-256-4126 or 970-244-1555 for additional information. Due to the time required to process applications, all applications must be submitted no later than two weeks prior to the Response Due Date. Application link: <a href="http://www.gjcity.org/PreQualification.aspx">http://www.gjcity.org/PreQualification.aspx</a>
- 1.5. Submission: Each proposal shall be submitted in electronic format only, and Rocky Mountain E-Purchasing through the website (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our Registration "Electronic Vendor Guide" http://www.gicity.org/BidOpenings.aspx for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603) The due date, time, and method of bid submission are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is Trade secrets and confidential information contained in the bid so awarded.

- identified by Offeror as such will be treated as confidential by the City of Grand Junction (City) to the extent allowable in the Open Records Act.
- **1.6. Printed Form for Price Bid:** All Price Bids must be made upon the Contractor's Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- **1.7. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- **1.8. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <a href="http://www.gicity.org/BidOpenings.aspx">http://www.gicity.org/BidOpenings.aspx</a>.
- **1.9. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- **1.10.** Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.11. Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <a href="http://www.gjcity.org/BidOpenings.aspx">http://www.gjcity.org/BidOpenings.aspx</a>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- **1.12. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.13. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- **1.14. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- **1.15.** Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an

acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

## 2. General Contract Conditions for Construction Projects

- 2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- **2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- The Owner: The Owner is the City of Grand Junction and/or Mesa County. 2.4. Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such

- work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work: As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- **2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

- 2.9. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- **2.11.** Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- **2.12. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- **2.13.** Cleanup: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.14. Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum combined single limits of:

One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.15. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.16. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.17. Time: The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- **2.18. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.19. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.20. Quantities of Work and Unit Price: Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in

- the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- 2.21. Bid Bond: Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a Bid Bond written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contact is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result I forfeiture of the Bid Guaranty to the City as Liquidated Damages.
- 2.22. Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds singed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section. Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.23. Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.24. Liquidated Damages for Failure to Enter Into Contract: CITY ONLY Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any

other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

2.25. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of \$350.00 is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor. Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because

of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.26. Contingency/Force Account: Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- Protection of Persons & Property: The Contractor shall comply with all 2.27. applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.28. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- **2.29.** Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of

the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- **2.30. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- **2.31. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- Uncovering & Correction of Work: The Contractor shall promptly correct all work 2.32. rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction. in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- **2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- **2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

- **2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- **2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- **2.35. Contract Termination**: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- **2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
  - 2.36.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - **2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - **2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).
- **2.38. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.39. Failure to Deliver: In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.40. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.41.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.42. Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.43. Nonconforming Terms and Conditions: A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.44. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.45. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.46. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- **2.47.** Remedies: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.48. Venue**: Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.49. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- **2.50. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.51. Non-Appropriation of Funds: The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.52. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggyback on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.53. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project

from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

#### **2.53.1.** "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

## 3. Statement of Work

3.1. General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to re-roof up to three buildings located at the Tiara Rado Golf Course, the City Facilities Building (building "B"), and the Senior Recreation Center. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

#### 3.2. Project Description:

- Tiara Rado: Remove and replace the flat roof sections over the Pro Shop and the north wing, kitchen area, of the Tiara Rado Clubhouse building. Location 2057 South Broadway, Grand Junction, CO
- Facilities: Remove and replace the existing BUR flat roof and replace with a White TPO roof. Location – 333 West Avenue, Building "B", Grand Junction, CO.
- Senior Recreation Center: Remove and replace the existing roofing with a White TPO membrane roof. Location 550 Ouray Avenue, Grand Junction, CO.

#### 3.3. Special Conditions & Provisions:

3.2.1 **Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid

and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 3.2.2 Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.
- 3.2.3 **Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.10
- 3.2.4 **Contractor Staging Area:** Awarded Contractor shall coordinate with Owner for proposed project staging area (if required).
- 3.2.5 **Freight/Shipping:** All freight/shipping shall be F.O.B. Destination Freight Pre-Paid and Allowed to each of the project sites.
- 3.2.6 **Equipment/Product/Materials Quantities:** Contractor shall be responsible for determining all measurements for correctness, and all quantities of equipment/products/materials required for successful project completion.
- 3.2.7 Working Schedule: Seven days per week 7:00am-Dusk.
- 3.2.8 **Project Schedule:** 45 calendar days from receipt of required materials and Notice to Proceed. Materials ordering lead time shall not count against the 45 calendar days project schedule.
- 3.2.7 **Award:** The City reserves the right to split awards as necessary, and if it is deemed in the best interest of the City.
- 3.2.8 **Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of

such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.2.9 Mandatory Site Visit/Briefing: <u>Prospective bidders are required to attend a site visit/briefing on April 27, 2016 at 9:00am</u>. <u>Meeting location shall be at the Municipal Campus, 333 West Avenue, Building B, Facilities, Grand Junction, CO</u>. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

## 3.4. Scope of Work:

- Tiara Rado: <u>NOTE: The Owner has established a contract with Quality Stucco West, Inc. for stucco repair services for this facility. The awarded contractor for re-roofing of this facility shall coordinate with stucco contractor to allow for both projects to take place simultaneously, and in order that best meets the goals for successful completion of the projects.</u>
- 1. Provide all labor, materials, and equipment to successfully complete the work.
- 2. Contractor is responsible for obtaining any necessary permits.
- 3. Contractors are responsible for verifying all measurements and information prior to the start of work.
- 4. Contractor is to remove and dispose of the existing rock ballast and EPDM membrane.
- 5. The north wing roof of the Clubhouse is approximately 1280 sq.ft.
- 6. The Pro Shop roof is approximately 2032 sq.ft.
- 7. New roof material shall be a white 60 mil TPO membrane, with an Energy Star rating.
- 8. Contractor will supply the manufacturer's documentation verifying the Energy Star rating of the roofing materials supplied.
- 9. Warranty Contractor shall supply an executed 20 year "full system" warranty from the Manufacturer.
- 10. The roof is to be mechanically attached.
- 11. The existing roof is comprised of an EPDM membrane with rock ballast over ½" fiberboard, on ¾" plywood, on wood trusses. See attached drawings, exhibits A, B, and C.
- 12. All terminations, penetrations, trim, cap material and the installation are to be new and meet the installation and warranty requirements of the roofing manufacturer.
- 13. The area around the kitchen exhaust hood is to receive a second layer of TPO roofing extending four feet from the side of the equipment. This is to provide additional protection for grease exposure.
- 14. Supply and install walkway pads to access rooftop equipment.
- 15. Roof areas that tend to pond shall be built up using tapered ISO insulation and sloped at 1/4" per foot for proper drainage.
- 16. The gutter and downspout located on the east side of the kitchen area is to be replaced and is an integral part of the roof. See attached drawing.

- 17. The new Metal Cap at the parapet walls shall extend out, and down, far enough to cover the exposed stucco edge. Before work begins, provide a design drawing showing the modifications to accomplish this.
- 18. Provide new blocks and pads to replace existing conduit/pipe supports.

#### Add/Alternate:

Provide Add/Alternate pricing to replace the metal ductwork at the kitchen exhaust hood with like materials. This is to be a separate price from the roof work and should not be included in the price of the roof work.

#### **Specifications:**

See attached drawings.

#### **Attachments:**

Tiara Rado Sheet A2-1
Tiara Rado Sheet A2-5
Tiara Rado Sheet A4-1
TPO Roofing Specifications document

## **END OF SECTION**

### - Facilities:

- 1. Contractor is to provide all labor, materials and equipment to complete the project.
- 2. Contractors are responsible for verifying all measurements and information prior to beginning work.
- 3. Contractor is responsible for obtaining any necessary permits. Provide the owner with a copy of the final signed building permit.
- 4. New roof material shall be a white 60 mil TPO membrane, with an Energy Star rating.
- 5. Contractor will supply the manufacturer's documentation verifying the Energy Star rating of the roofing materials supplied.
- 6. Warranty Contractor shall supply an executed 20 year "full system" warranty from the Manufacturer.
- 7. The existing roof consists of one layer tar and gravel on 1" fiberboard, on 2" ISO insulation over a cap sheet on structural concrete slabs.
- 8. The roof area is approximately 858 square feet.
- 9. Remove existing roof to the deck, and dispose of material.
- 10. The existing unused roof cap is to be removed, closed off, and roofed over with the new roof.
- 11. Apply tapered Poly ISO insulation and ½" cover board to meet the code requirement of a minimum R-20. Typically this is roughly 2" of ISO insulation
- 12. The new roof shall be fully adhered.
- 13. The roof taper shall be 1/4" per foot toward the rain gutter.
- 14. All terminations, penetrations, trim, cap material and the installation are to be new and meet the installation and warranty requirements of the roofing manufacturer.

- 15. The existing rain gutter and downspouts are to be replaced with new 6" seamless aluminum gutter with 5" downspouts. Owner will paint the new gutter and downspout to match existing building trim.
- 16. Provide new blocks and pads for any existing conduit/pipe supports.
- 17. Remove and re-install the safety hand rail at the air conditioning unit to meet the roofing manufacturers' requirements for this application.

#### **Specifications:**

TPO Roofing specifications document.

## **END OF SECTION**

## - Senior Recreation Center:

- 1. Contractor is to provide all labor, materials and equipment to complete the project.
- 2. Contractors are responsible for verifying all measurements and information prior to beginning work.
- 3. Contractor is responsible for obtaining any necessary permits. Provide the owner with a copy of the final signed building permit.
- 4. New roof material shall be a white 60 mil TPO membrane, with an Energy Star rating.
- 5. Contractor will supply the manufacturer's documentation verifying the Energy Star rating of the roofing materials supplied.
- 6. Warranty Contractor shall supply an executed 20 year "full system" warranty from the Manufacturer.
- 7. The existing roof consists of the following: (refer to the Arial picture for roof sections)
- a. Roof Section A: one layer of granulated torch down roofing overt 1 layer tar and gravel on a ¾" plywood deck.
- b. Roof Section B: one layer of granulated torch down roofing over a 2" wood fiberboard on a 3/4" plywood deck.
- c. Roof Section C: one layer granulated torch down roofing over 1" wood fiberboard on a 3/4" plywood deck.
- d. Roof Section D: one layer granulated torch down roofing over a tar and gravel roof on a ¾" plywood deck.
- 8. The total roof area is approximately 5,770 square feet.
- 9. Remove existing roof to the deck in roof sections A & D; Remove existing roof to the fiber board in roof sections B & C, and dispose of all debris.
- 10. Apply 1/2" cover board to all areas.
- 11. The new roof shall be mechanically attached.
- 12. Contractor is to make sure that the locations where the water collects at the roof edge has a good slope to the roof drains.
- 13. All terminations, penetrations, trim, cap material and the installation are to be new and meet the installation and warranty requirements of the roofing manufacturer.
- 14. Prior to ordering the materials, the contractor shall supply the owner with submittals on all products proposed to be used for approval.

#### Attachments:

Arial picture showing the roof sections. TPO Roofing Specifications Document.

## **END OF SECTION**

#### 3.5. IFB Tentative Time Schedule:

Invitation For Bids available	April 19, 2016
Site Visit/Briefing	April 27, 2016
Inquiry deadline, no questions after this date	April 29, 2016
Addendum Posted	May 2, 2016
Submittal deadline for proposals	May 5, 2016
City Council Approval	May 18, 2016
Contract execution (unless Council approval required)	May 19, 2016
Bonding & Insurance Cert due	May 29, 2016
Work begins no later than	May 30, 2016
Final Completion	45 Calendar Days from
	Notice to Proceed

## 3.6. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer City of Grand Junction duaneh@gicity.org

# 4. Contractor's Bid Form

Bid Date:			
Project: IFB-4231-16-DH "Re Facilities Buildings"	e-Roofing Projec	ts for City of Grand J	unction
Bidding Company:			
Name of Authorized Agent:			<del></del>
Email			
Telephone	_Address		
City	State	Zip	
The undersigned Bidder, in collistruction to Bidders, General Cland all Addenda thereto, having proposed work, hereby proposes work for the Project in accordance prices stated below. These price required under the Contract Document undersigned Contractor document it is made in pursuance of, Bidders, the Specifications, and	Contract Conditions, ng investigated the s to furnish all labor ce with Contract Doces are to cover all uments, of which this hereby declare a stion to any person(s and subject to, all	Statement of Work, Spe e location of, and condi r, materials and supplies cuments, within the time I expenses incurred in p is Contractor's Bid Form i and stipulate that this offe s) providing an offer for the terms and conditions of	cifications, and any itions affecting the , and to perform all set forth and at the erforming the work is a part.  er is made in good he same work, and the Instructions to
examined by the undersigned.	a an other cononc	ation bocaments, all of	WHICH HAVE BEEN
The Contractor also agrees that ten (10) working days of the date the Owner as a binding covenants entirety.	e of Notification of A	ward. Submittal of this of	ffer will be taken by
The Owner reserves the right favorable, to waive any formaliti agreed that this offer may not be time. Submission of clarification (30) period.	ies or technicalities withdrawn for a pe	and to reject any or all eriod of sixty (60) calenda	offers. It is further ir days after closing
RECEIPT OF ADDENDA: the un Solicitation, Specifications, and c			of Addenda to the
State number of Addenda	a received:	·	
It is the responsibility of the Bidde	er to ensure all Add	enda have been received	d and

acknowledged.

# <u>PRICE BID SCHEDULE:</u> IFB-4231-16-DH Re-Roofing Projects for City of Grand Junction Facilities Buildings

Tiara Rado Only

Item No.	Description	Total Price
1	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion of the project, as per the solicitation documents.	

Total Bid Price Written:		

Facilities Only

Item No.	Description	Total Price
2	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion of the project, as per the solicitation documents.	

Total Bid Price Written:		

Senior Recreation Center Only

Item No.	Description	Total Price
3	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion of the project, as per the solicitation documents.	

Total Bid Price Written:		

ALL - Tiara Rado, Facilities, and Senior Recreation Center

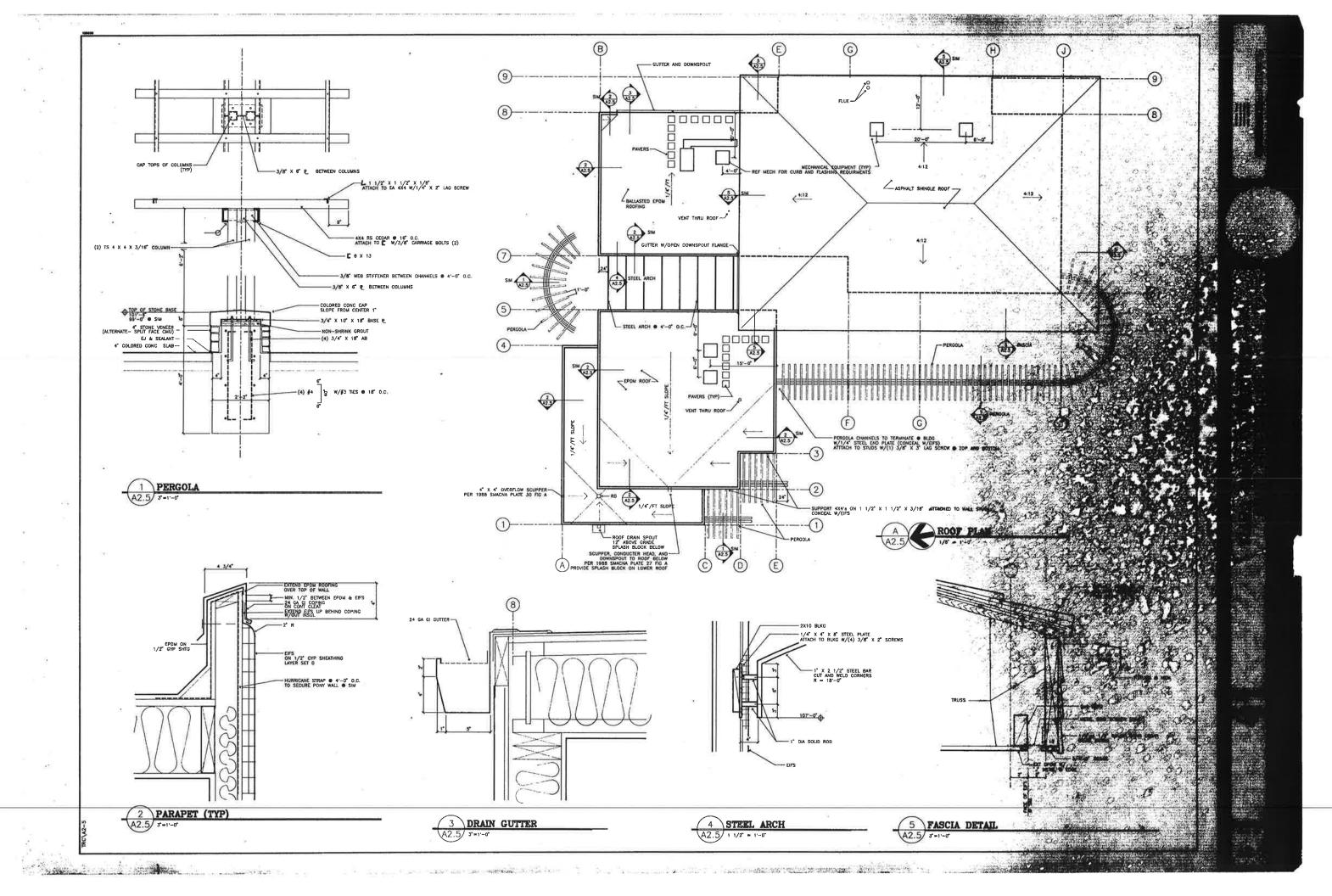
Item No.	Description	Total Price
4	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and	
	all other costs related to the successful completion of the project, as per the solicitation documents.	

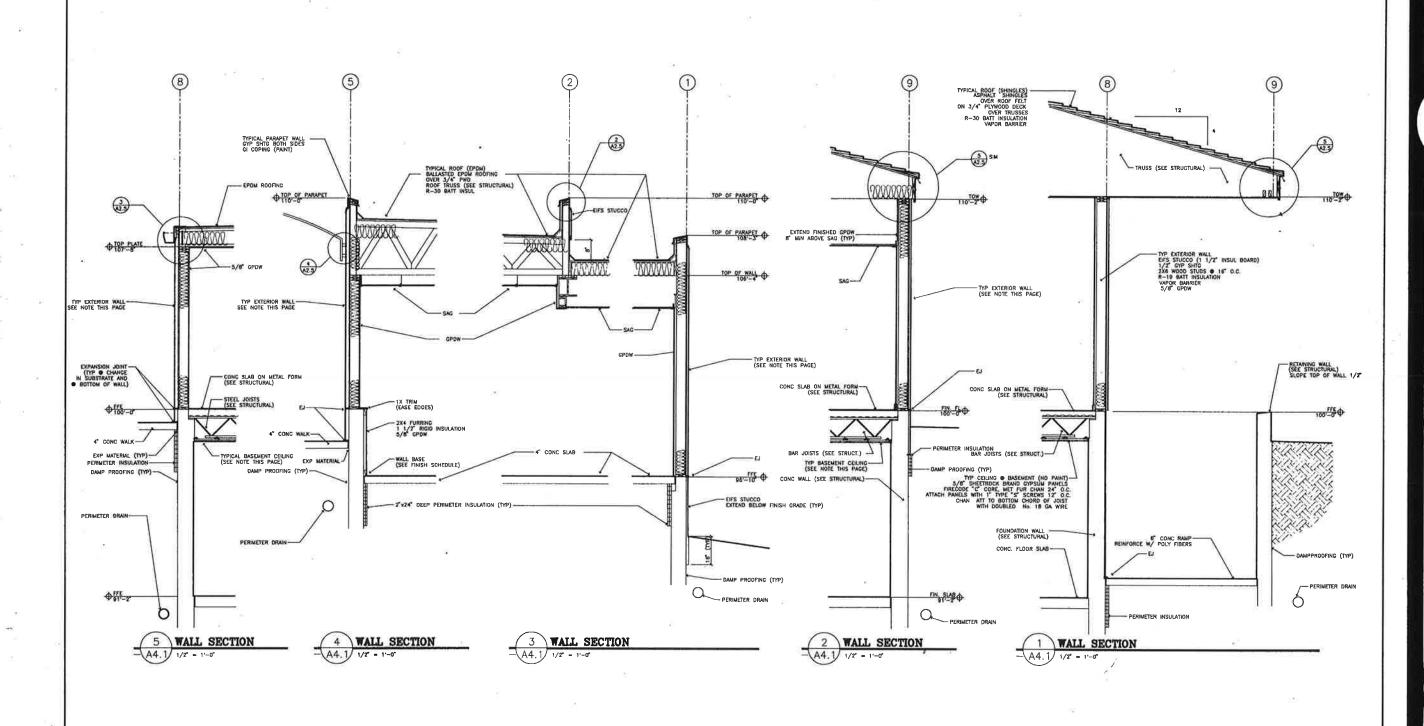
Total Bid Price Written:
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.
Company:
Authorized Signature:
Title:

TIARA RADO CLUBHOUSE GRAND JUNCTION, CO

> Date 11/27/10 Revisions

Sheet No.





# City of Grand Junction







#### PART1 GENERAL

#### 1.01 SUMMARY

- A. Project Name: Tiara Rado Golf Re-Roof Project Grand Junction, Colorado.
- B. Furnish and install elastomeric sheet roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified warranty.
  - 2. Removal of entire existing roof membrane and flashings.
  - 3. Removal of all existing insulation down to the concrete deck.
  - 4. Preparation of roofing substrates.
  - 5. Wood nailers for roofing attachment.
  - 6. Insulation.
  - 7. Cover boards.
  - 8. Elastomeric membrane roofing. (60 mil white TPO)
  - 9. Metal 22 Gauge copings.
  - 10. Flashings.
  - 11. Walkway pads.
  - 12. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
  - 13. Meet Minimum 90 PSF Uplift.
  - C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
  - Comply with the published recommendations and instructions of the roofing membrane manufacturer.
  - E. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

#### 1.02 SUBMITTALS

- A Product Data:
  - Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including)insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
  - 2. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- B. Samples: Submit samples of each product to be used.
- C. Shop Drawings: Provide:
  - 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
- D. Specimen Warranty: Submit prior to starting work.
- E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- F. Executed Warranty.

#### 1.03 QUALITY ASSURANCE

- A. Applicator Qualifications: Roofing installer shall have the following:
  - 1. At least five years of experience in installing the specified system.
  - 2. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - 2. Notify Architect well in advance of meeting.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

#### 1.05 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: 20 year Full System Warranty covering membrane, roof insulation, Labor, and membrane accessories.
  - 1. Limit of Liability: No dollar limitation.
  - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defect in Firestone brand materials.
    - c. Defective workmanship used to install these materials.

#### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Acceptable Manufacturer- Roofing System: Firestone Building Products Co. or equivalent.
- B. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- C. Manufacturer of Metal Roof Edging: Metal supplied by manufacturer of roof membrane.
  - 1. Metal roof edging products by other manufacturers are not acceptable.

#### 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System:
  - 1. Membrane: Thermoplastic Olefin (TPO).
  - 2. Thickness: As specified elsewhere.
  - 3. Provide neoprene membrane in grease catch pans as indicated on the drawings.
  - 4. Membrane Attachment: Mechanically Attached.
  - 5. Meets Minimum 90 PSF Uplift.

#### B. Insulation:

- 1. Use 1/4" per foot tapered Poly Iso to effect good drainage as required.
- 2. Maximum Thickness: 3 inches
- 3. Maximum Board Thickness: 3 inches; use a many layers as necessary; stagger joints in adjacent layers.

- C. Insulation Cover Board:
  - 1. Attachment: Cold adhesive attachment- I.S.O. FIX II Adhesive 12" O.C. Field, 6" O.C.
  - 2. Perimeter and 4" O.C. Corners

# 2.03 TPO MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
  - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
  - 2. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 3. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance FTM 101C Method 2031.
  - 4. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C 1549.
  - 5. Color: White.
  - 6. Acceptable Product: ULTRAPLY TPO by Firestone or equivalent.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
  - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
  - 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
  - 4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
  - 5. Color: White.
  - 6. Acceptable Product: ULTRAPLY TPO Flashing by Firestone or equivalent.
- E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone or equivalent.
- F. Bonding Adhesive: Neoprene and SBR rubber blend, formulated for compatibility with the membrane other substrate materials, including masonry, wood, and insulation facings; ULTRAPLY Bonding Adhesive by Firestone or equivalent.
- G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone or equivalent.
- H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches

- (33 mm) wide by 0.10 inch (2.5 mm) thick.
- J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone or equivalent.
- K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone or equivalent.
- L. Molded Flashing Accessories: Unreinforced TPO membrane premolded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone or equivalent.
- M. Roof Walkway Pads: Non-reinforced TPO walkway pads, 0.130 inch (3 mm) by 30 inches (760 mm) by 40 feet (12.19 m) long with patterned traffic bearing surface; UltraPly TPO Walkway Pads by Firestone or equivalent.

# 2.04 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation (Flat and 1/4" Tapered) Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: As indicated elsewhere.
  - 2. Size: 48 Inches by 48" Inches
  - 3. R-Value (LTTR): 3" = 17.4
  - 4. R-Value (LTTR): %" Tapered Varies on thickness
  - Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
  - 6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 7. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
- B. Cover Board: Firestone Dens Deck Prime
  - 1. Size: 48 inches by 48 inches.
  - 2. Thickness: Minimum 0.5 inches.
- C. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

#### 2.05 METAL ACCESSORIES

- A. Parapet Copings: Formed metal coping utilizing Firestone Metal.
  - 1. Material and Finish: 22 gage, 0.022 inch thick galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.

#### 2.06 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof
    - accessory to be attached to it.
  - 2. Thickness: Same as thickness of roof insulation.

#### PART 3 INSTALLATION

#### 3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Does not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice:
  - do not apply roofing membrane during inclement weather or when ambient conditions will
  - not allow proper application; consult manufacturer for recommended procedures during
  - cold weather. Do not work with sealants and adhesives when material temperature is outside
  - the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

#### 3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in

conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

#### 3.03 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

#### 3.04 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Cold Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

#### 3.05 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fish mouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.

- Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
- 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

#### 3.06 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Remove protective plastic surface film immediately before installation.
  - 3. Install water block sealant under the membrane anchorage leg.
  - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
  - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
  - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections
  - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Existing Scuppers: Remove scupper and install new scupper.
- D. Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.
- E. Roofing Expansion Joints: Install as shown on drawings and as recommended by roofing manufacturer.
- F. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weather tight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
  - 1. Use the longest practical flashing pieces.
  - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
  - Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
  - 4. Provide termination directly to the vertical substrate as shown on roof drawings.

#### G. Roof Drains:

- 1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
- 2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
- 3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past

- drain bolts.
- Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
- 5. Apply sealant on top of drain bowl where clamping ring seats below the membrane
- 6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.
- H. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
  - Pipes, Round Supports, and Similar Items: Flash with specified premolded pipe flashings wherever practical; otherwise use specified selfcuring elastomeric flashing.
  - 2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
  - 3. Structural Steel Tubing: If corner radii are greater than 1/4 inch (6 mm) and longest side Of tube does not exceed 12 inches (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
  - 4. Flexible and Moving Penetrations: Provide weather tight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.
  - 5. High Temperature Surfaces: Where the in-service temperature is, or is expected to be, In excess of 180 degrees F (82 degrees C), protect the elastomeric components from direct contact with the hot surfaces using an intermediate insulated sleeve as flashing substrate as recommended by membrane manufacturer.

#### 3.07 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch (25 mm) and maximum of 3.0 inches (75 mm) from each other to allow for drainage.
  - 1. If installation of walkway pads over field fabricated splices or within 6 inches (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches (150 mm) on either side.
  - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

#### 3.08 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

#### 3.09 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, Including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

#### 3.10 PROTECTION

A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

#### **END OF SECTION**