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**PRINTED NAME OF BIDDER**

**ROOF REPAIR SERVICES**

Invitation to Bid No. 121530

Issued: March 18, 2013

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, 585-428-7224

**Bid responses are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded.**

Pre-Bid: Wednesday, March 27, 2013, 2:00p.m., 414 Andrews Street, Conference Rm.

BID OPENING: Wednesday, APRIL 10, 2013 at 11:00 AM

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**  
(For definitions or explanations, see General Conditions)

Type of Contract: **FIXED PRICE, ONE YEAR TERM WITH OPTION TO EXTEND**

Bid Deposit Requirement: **YES, SEE SECTION 5**

Performance Security Requirement: **YES, SEE SECTION 5**

Insurance Requirement: **YES, SEE SECTION 6**

Samples Requirement: **NONE**

Descriptive Literature/Technical Data Requirement: **NONE**

**BIDDERS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



## ROOF REPAIR SERVICES

### 1. SCOPE

It is the intent of the City of Rochester to establish a contract for Roof Repair Services. This contract shall consist in general of providing all labor, supervision, equipment, materials, and supplies for roof repair services required in various buildings owned, rented, leased, or otherwise controlled by the City of Rochester.

### 2. CONTRACT TERM

- 2.1 The contract resulting from April 24, 2013, and shall remain in effect for one (1) year following date of award.
- 2.2 The contract may be extended for up to THREE (3) additional one year periods upon mutual agreement of the contracting parties.

### 3. ADDITIONAL CONTRACT DOCUMENTS

- 3.1 The City of Rochester Department of Environmental Services "Standard Construction Contract Documents" dated November 1, 1991, shall apply except where modified by the specific wording in this bidding document.
- 3.2 The "Standard Construction Contract Documents" are issued separately in a bound volume, to be used with the project. Bidders may purchase a bound volume of these "Standards" from the City of Rochester Purchasing Agent for \$25.00.
- 3.3 No drawings were prepared specifically for this project. The owner will make available to Bidders, drawings believed to indicate existing systems as listed on the Proposal schedule. The owner does not warrant the completeness nor accuracy of such drawings and encourages Bidders to visit each site. Drawings may not be removed from the Architectural Services office. For an appointment to view the drawings, call the Project Architect, Martin Pettibone, R.A. at 428-7352.

### 4. QUALIFICATION OF BIDDER

- 4.1 The Bidder must be prepared to present evidence of five years of experience as a roofing contractor, using materials and techniques as outlined in the specifications. The contractor shall also possess financial standing, plant machinery, and equipment adequate to handle this work.
- 4.2 The Bidder must be prepared to submit evidence that all work on roofs where the City currently has a roof warranty, will not be invalidated. The majority of the roofs for which the City has an active warranty are Carlisle, The Garland Company, Owens Corning (Schuller), Siplast, Soprema, and Tremco.
- 4.3 The Bidder shall submit evidence in writing with the bid that it is in compliance with section 07000, 1.14 A, B, and C.

## ROOF REPAIR SERVICES

### 5. BONDS

#### 5.1 BID BOND

A bid bond in an amount of \$2000.00 shall be furnished with each bid. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

#### 5.2 PERFORMANCE AND OTHER BONDS

5.2.1 The contractor must furnish two executed surety company bonds, each in the amount of \$50,000.

- A. A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.
- B. A Labor and Material Payment Bond shall be furnished as security the claims of laborers and material suppliers.
- C. Both bonds shall be made out to the City of Rochester, prepared on an approved form, and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

#### 5.2.2 ALTERNATE SECURITY

- A. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements.
- B. Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanic's liens against the work of the contract.

### 6. INSURANCE

6.1 The contractor shall procure and maintain at his/her own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents, whether performed by him or his subcontractors.

6.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City

## ROOF REPAIR SERVICES

Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or cancelled until ten days' written notice has been given to the City Purchasing Agent.

6.3 In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project.

6.4 The kinds and amounts of insurance are as follows:

### 6.4.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage, covering all operations under the contract--whether performed by him or his subcontractors--for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

#### A. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

#### B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

## ROOF REPAIR SERVICES

### 6.4.2 PROPERTY AND CASUALTY INSURANCE

- A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance. The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
Combined Single Limit  
\$1,000,000

for all damages arising during the policy period.

- B. MOTOR VEHICLE INSURANCE issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
Combined Single Limit  
\$1,000,000

## 7. REQUIREMENTS

- 7.1 Specifications are attached to this Invitation to Bid as Appendix A. All work must be performed in accordance with the specifications, NRCA as well as roof system manufacturers' requirements.

### 7.2 NORMAL ROOF REPAIRS

Orders for individual repairs will be given to the contractor on an ongoing basis as they occur. Work shall be done in accordance with these specifications and roofing manufacturer requirements. The contractor is to notify the personnel provided on the individual work orders so that operation of the facility is not impaired except as agreed to in writing or approved by the City. All work orders shall be completed within four (4) days of receipt.

### 7.3 EMERGENCY ROOF REPAIRS

In situations when the City requires emergency roof repairs, the contractor shall respond and remedy the situation within 12 hours of notification (phone call, email or fax).

## ROOF REPAIR SERVICES

7.4 For non-emergency work, Architectural Services is the only division to initiate a work request.

### 8. CHARGES

The amount charged to the City will be for the Contract Labor and Material rate.

The LABOR rate will be in accordance with the prevailing wage rate schedule/trade involved in the repair times the total hours worked for that trade times the quoted PERCENTAGE MULTIPLIER for the Labor. This is the amount for the CONTRACT LABOR RATE.

The MATERIAL cost will be for the contractor's discounted cost for the material used for the repair. This amount is the CONTRACT MATERIAL COST.

If an overcharge occurs, the amount of the overcharge will be deducted from monies owed to the contractor by the City.

#### 8.1 EQUIPMENT

In the event that the contractor requires special equipment such as a 25 ton hydraulic crane, all-terrain forklift 80 feet plus telescoping boom man lift, the contractor shall bill the City for the actual contractor cost. All equipment shall be itemized on the invoice submitted to the City. The City reserves the right to audit the contractor's records to determine that the items were billed at the contractor's cost. The City expects contractor's cost to mean list price minus contractor's discount. Overcharges will be deducted by the City from the amounts due to the contractor.

### 9. LABOR STANDARDS REQUIREMENTS

#### 9.1 COMPLIANCE WITH LABOR LAWS

9.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.

9.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work, a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates so set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.

## ROOF REPAIR SERVICES

9.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager, for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.

9.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws, controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

### 9.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

### 9.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for and on account of the contractor or subcontractor to the respective employees to whom they are due.

## ROOF REPAIR SERVICES

### 10. PREVAILING WAGE RATES

- 10.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.
- 10.2 In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the contractor by the City. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates.
- 10.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before Bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents.
- 10.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, (585) 428-7398.

### 11. METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder based on the lowest margin allowance.

### 12. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinance of the City of Rochester:

- 12.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 12.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 12.3 That this contract may be cancelled or terminated by the City, and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

## ROOF REPAIR SERVICES

### 13. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 13.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 13.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 13.3 No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

### 14. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between the subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role other than to provide other political subdivisions a copy of this contract if requested.

# ROOF REPAIR SERVICES

## PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this Proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

Note: Regular time rate shall be defined as the Basic Prevailing Wage hourly rate plus benefits. Overtime Rates are either one and one-half or double the Basic Prevailing Wage hourly rate, with benefits paid at regular time.

Instruction to Bidders: Enter the percentage you are bidding for the Margin Allowance in Section B below. Multiply this percentage by the NYSDOL hourly rate in Section A and carry this total to Section C.

MARGIN ALLOWANCE: \_\_\_\_\_ %

- A. Base Hourly Labor Rate (NYSDOL) + Supplemental Benefits \$41.87 (Roofer)
- B. Margin Allowance \_\_\_\_\_ %
- C. Margin Amount (Margin Allowance x Base Hourly Rate)  
(A x B) \$ \_\_\_\_\_
1. Regular Time cost to City (A+C) \$ \_\_\_\_\_
2. Time and one-half Overtime cost to City (\$54.62)  
(NYSDOL Rate for time and one-half + Margin Amount) \$ \_\_\_\_\_
3. Double Time cost to City (\$67.37)  
(NYSDOL Rate for Double Time + Margin Amount) \$ \_\_\_\_\_

Note: Any Apprentices properly employed by the contractor in carrying out this contract work will be billed at and paid at the Prevailing Wage Rate plus Supplemental Benefits for Apprentices plus the Margin Amount as specified in C above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 10)

**ROOF REPAIR SERVICES**

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Fax No.

\_\_\_\_\_  
Website E-Mail Address

\_\_\_\_\_  
Federal ID Number Date

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ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

**ROOF REPAIR SERVICES**

Contract No. 121530 Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

**ROOF REPAIR SERVICES**

**APPENDIX "A"**

**SPECIFICATIONS**

NON-OFFICIAL SPEC  
DO NOT USE TO BID

# ROOF REPAIR SERVICES

SPECIFICATIONS  
SECTION 01010  
SUMMARY OF WORK

## SECTION 01010 - SUMMARY OF WORK

The City of Rochester requires roofing repair work to be performed at any of the City owned facilities.

### PART 1

#### GENERAL

##### 1. WORK COVERED BY CONTRACT DOCUMENTS

- A. The repairs will consist of maintenance and repairs as well as minor roof section tear offs and replacement as deemed necessary for the safety of the building population and the continued operation or the use of the building. The repairs can also consist of work to roof base flashing, metal fascia, metal gravel stops, metal counter flashings, expansion joints and all other components associated with the roofing system.
- B. The roof repair maintenance work consists of the day-to-day requests as well as emergency repairs. Roofer to be available seven days a week and no charges for quotes.
- C. The emergency repairs are any request made to the contractor for the immediate correction of a condition having an adverse effect on the safety and welfare of the building and the users. Emergency roof repair request must be completed by approved methods within a Twelve (12) hour notice from date and time of request to the contractor by Architect or Building Owner and can occur at any time.
- D. The day-to-day repairs are requests made to the contractor for the repairs and or correction of a condition having an adverse effect on the welfare of a user and the building. For simple repairs must be made within a four (4) day period time frame from the notification. Repairs requiring ordering special materials such as gutters shall be made at an agreed upon time frame with Project Architect.
- E. All individual roof repair calls shall have a not-to-exceed maximum charge to the City of \$1,000.00 (without a proposal). Any roof repairs determined to be in excess of stipulated sum by the contractor must be initiated with a written cost proposal/acceptance by the Architectural Services Bureau for the work. Proposal must be submitted to Architectural Services, 414 Andrews St., within a 48 hour period from the date of the roof repair request. All cost proposals is to be broken down by material and labor. Labor is to be broken down by wage rates.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 01010 SUMMARY OF WORK

- F. A submitted cost proposal does not determine the contractor's cost of a repair. All work is to be done on a "time and material" basis. Any repair determined to be in excess of contractor's proposal by 10% shall require a new proposal to be accepted by the City. It is the intent of the City, when requesting cost proposals, to determine accurate estimates for budgetary reasons. Any resubmitted cost proposals shall include the additional scope and/or field conditions and omissions, itemized by Material and Labor.
- G. Roofer shall provide services for gutter and drain cleaning and flushing.
- H. Roofer shall provide services to access roofs up to 40 feet with ladder for investigations.

#### 2. PROJECT RECORD DOCUMENTATION

- A. Contractor to photograph roof repair and submit to City as to provide an overall understanding of the work that has been undertaken. At a minimum the contractor is required to submit three (3) color photos, discovery of problem (prior to mobilization for the repair), at midpoint of the repair, and upon job completion. (To be submitted at billing)
- B. Contractor must provide and submit copies of a sign-in and sign-out time ticket of each work request. Each ticket must have a building tenant signature. If tenant is not available, the roofer is to call in to Architectural Services upon arrival and departure. Contact person and phone number will be provided to contractor once Agreement/Contract is in place.

#### 3. PROJECT LOCATION

A building list will be provided to the contractor upon award of this roof repair contract.

#### 4. PROPOSAL FOR PERFORMANCE OF WORK: LABOR AND MATERIAL

- A. The Proposal for the work performed under this service contract will consist of the Labor and Material.

#### 5. LABOR

- A. The amount charged by the contractor for labor shall be the Prevailing Wage Rate Schedule for each trade involved in the repair, times the total hours worked for that trade, times the quoted percentage multiplier for labor.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 01010 SUMMARY OF WORK

- B. The contractor labor rate shall be charged for all work performed during normal work days. The normal work day shall be between the hours of: 7.30 am and 5.00 p.m., Monday through Friday. No overtime will be charged during these hours.
  - C. Should the City require work to be undertaken during hours outside the normal work day, nights, weekend, or legal holidays, the contractor labor rate shall be adjusted accordingly to the Prevailing Wage Rate Schedule.
  - D. The contractor shall charge for hours actually on the site on each particular service call. The contractor must initiate a procedure for time verification - a sign-in and sign-out upon departure - and provide this to the building tenant. A copy of this must also be submitted with any payment claims. Failure to provide a sign-in and sign-out may result in loss of payment to the contractor.
  - E. All travel time, transportation cost to and from and in-between jobs shall not be charged to the City. These and all cost for supervisors, estimates, clerical help, and drivers shall be included in the Contract Labor Rate.
  - F. The contractor will use only the number of workmen necessary to do the job at hand. Should the Architectural Services Bureau feel that the work is over-manned, the manning will be reviewed by Architectural Services and the contractor and payments adjusted accordingly. The City may also instruct the contractor to the proper manning for the particular job in the future.
  - G. Labor is the only part of the work to be marked up as profit.
6. MATERIAL
- A. The basic cost of material used shall mean the usual contractor's discounted cost of the material delivered to the contractor's warehouse or shop as evidenced by copies of invoices, including verified freight charges. The verified freight charge is that percentage of the total freight charge that corresponds to the percentage of material used from that order.
  - B. The cost to the contractor of such materials used and charged to the jobs shall not exceed the usual contractor's discounted cost of the material generally used for such repair work purposes in this geographical area.
  - C. Material used in the repair work shall be new, of good quality, and be of the type normally used for the particular repair at hand. With all repairs that occur on warranted roof system (see manufacturer's list), contractor is to provide material specifically manufactured by the same roof system manufacturer to prevent any termination of roof warranties.

## ROOF REPAIR SERVICES

- D. The City of Rochester is exempt from all State and Local Sales Taxes. Sales Taxes shall not be included in any invoices submitted to Architectural Services.

### 7. CONTRACTOR USE OF PREMISES

- A. General: During the construction (repair) period the Contractor shall have use of the roof area for construction operations, unless specific restrictions are dictated by the Architect or Owner. The Contractor's use of the designated areas is limited only by the Owner's right to perform work or to retain other contractors on the Project.
- B. Use of the Site: Limit use of the premises to work in approved or designated areas. Do not disturb portions of the site beyond the areas indicated. Restore roof areas, ground staging areas, and surroundings to their original condition.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public. Protect walks and entrances so that no material on roof may endanger the facility users.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries and construction to minimize space and time requirements for storage of materials and equipment onsite.
- C. Use of the Existing Buildings: Maintain the existing buildings in a weather-tight condition throughout the construction period. Repair damage caused by construction operations immediately. Take all precautions necessary to protect the building and its occupants during the construction period.

### 8. OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner and patrons will occupy the site and existing building during the entire construction period. Cooperate with the Architect and Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

PART 2

PRODUCTS (Not Applicable)

PART 3

EXECUTION (Not Applicable)

End Of Section 01010

# ROOF REPAIR SERVICES

SPECIFICATIONS  
SECTION 01500  
TEMPORARY CONSTRUCTION

## SECTION 01500 - TEMPORARY CONSTRUCTION

### PART 1

#### GENERAL

##### 1.1 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, support facilities, and security/protection provisions.

##### 1.2 JOB CONDITIONS

- A. General: Establish and initiate use of each temporary facility at the time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain, and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.

### PART 2

#### PRODUCTS AND EXECUTION

##### 2.1 TEMPORARY UTILITY SERVICES

- A. The types of services required include, but not by way of limitation, water, surface drainage, and electrical power where possible and reasonable, connect to existing utilities for required services, and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with normal operations of the building.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 01500 TEMPORARY CONSTRUCTION

- B. Potable Water: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe size connection and a maximum flow of 10 gpm.
- C. Temporary Power: Provide service with ground-fault circuit interrupter feature,

#### 2.2 TEMPORARY CONSTRUCTION FACILITIES

- A. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, enclosure of work, electrical power distribution, lighting, hoisting facilities, scaffolds, and ladders. Provide facilities reasonably required to perform construction operations properly and adequately.
- B. Water Distribution: Provide temporary piping and/or hose lengths sufficient to reach entire area of construction work, not less than 3/4" hose size. Prevent freezing of water distribution by either prompt drainage after each use, or by suitable protection. Maintain 30 psi minimum water pressure at hose outlets, by temporary pumping where necessary.
- C. Enclosure: Provide temporary enclosure where indicated and where reasonably required to ensure adequate workmanship and protection from weather and unsatisfactory ambient conditions for the work, including enclosure where temporary heat is used. Provide tarpaulins with UL label and flame spread of 15 or less; provide translucent type (nylon reinforced polyethylene) where day lighting of enclosed space would be beneficial for workmanship, and reduce use of temporary lighting. Provide water stops, water diverters, temporary weather coverings, seals, and patches as necessary to protect building from water damage during construction.
- D. Electrical Power: Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric powered equipment prior to its permanent connection to electrical system. Provide overload protection.
- E. Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight, general lighting, and portable plug-in task lighting.
- F. Access Provisions: Provide ladders, hoists, and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

## ROOF REPAIR SERVICES

SPECIFICATIONS  
SECTION 01500  
TEMPORARY CONSTRUCTION

### 2.3 SECURITY/PROTECTION PROVISIONS

- A. The types of temporary security and protection provisions required include, but not by way of limitation, barricades, warning signs/lights, site enclosure fence, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24 hour, 7 days per week effectiveness. Procedures shall be coordinated with operation of the facility and approved by Architectural Services.

END OF SECTION 01500

# ROOF REPAIR SERVICES

## SPECIFICATIONS

### SECTION 07000

#### BASIC REQUIREMENTS FOR ROOFING WORK

## SECTION 07000 - BASIC REQUIREMENTS FOR ROOFING WORK

### PART 1

#### GENERAL

##### 1.1 WORK OF THIS SECTION

This section specifies general conditions and special requirements applicable to all roof insulation, roof flashing, roof repair work and their related components and accessories, as specified in other sections.

##### 1.2 SCHEDULING

###### A. General Repairs:

Date and time of commencement, progress, and completion of the work of this section shall be in accordance with these written specifications. General roof repair request must be completed by approved methods no later than four (4) calendar days from date of request to the contractor by Architect or Building Owner. Exceptions will be reviewed and approved when necessitated by unsuitable weather conditions. Schedule all operations such that normal use of the facility is not impaired or endangered.

###### B. Emergency Repairs:

Date and time of commencement, progress, and completion of the work of this section shall be in accordance with these written specifications. Emergency roof repair request must be completed by approved methods within a twelve (12) hour notice from date and time of request to the contractor by Architect or Building Owner.

###### C. Repairs with Subdivision

Work requiring subdivision stages, must be conducted according to an approved layout submittal plan by the contractor to Architectural Services. All staged area subdivisions shall be separated by watertight cut-off strips fully protecting the new work and any work to remain. (Subdivision may not be applicable to all work contained within this contract.)

## ROOF REPAIR SERVICES

### SPECIFICATIONS

#### SECTION 07000

#### BASIC REQUIREMENTS FOR ROOFING WORK

##### 1.3 PROTECTION OF PREMISES

Protect building and site from fire, breakage, damage, or soiling due to hoisting materials, drips of roofing bitumen, overloading the roof decks, dust, accumulation of litter, or any other causes due to the work of this section. Obtain approval of Architectural Services for proposed protective enclosures, building supported hoist mounts, location of equipment and procedures for placing material stockpiles on the roof decks. Provide an approved method of fire protection, including fire extinguishers of adequate capacity, suitable for extinguishing bituminous roofing fires. Secure stored materials and equipment at all times against vandalism, bodily injury, property damage, or other misuse. Protect roof drains and its systems against entry of any roofing debris due to the work.

##### 1.4 PROTECTION OF MATERIALS

Store all materials in original containers at approved locations secured at all times against misuse, theft, contamination, adulteration, or damage. Protect roofing materials from entry of water at all times follow the manufacturer's recommendations.

##### 1.5 SAMPLES, MANUFACTURER'S SPECIFICATIONS

Submit for approval to Architectural Services, labeled samples and manufacturer's specification data and MSDS Sheets for all materials proposed for use in the work of this section (unless waived in writing).

##### 1.6 SHOP DRAWINGS AND DETAILS

Submit detailed shop drawings and details of all sheet metal and prefabricated accessories for approval, before fabrication and installation (when required by Architectural Services). Provide detail sketches with cost proposals when required.

##### 1.7 MANUFACTURER'S BRANDS

Materials referred to by manufacturer's brand name (Carlisle, Garland, Siplast, Tremco, Owens Corning (Schuler), are required components of that manufacturer's roofing assembly to meet its requirements for Roof Warranties. Only those materials which will maintain the Warranty will be acceptable. (Contractor can review list of warranted roofs with Vincenzo Giordano, Architectural Services Bureau, 414 Andrews Street, Telephone 428-7357). All materials shall be delivered, stored, and inspected in original containers or packaging bearing manufacturer's identification, until incorporation into the work.

## ROOF REPAIR SERVICES

### SPECIFICATIONS

#### SECTION 07000

#### BASIC REQUIREMENTS FOR ROOFING WORK

##### 1.8 ROOFS UNDER WARRANTY

Contractor making emergency repairs to a warranted roof shall be directed by roof manufacturer's representative per Project Architect for repairs and alternations that will not void any warranties. These repairs should only be temporary, just to make water tight until the manufacturer makes the warranted repairs. Project Architect will determine the scope of temporary repairs.

##### 1.9 CONDITIONS FOR APPLICATION OF BUILT-UP ROOFING AND INSULATION

- A. Built-up roofing systems requiring hot asphalt shall not be installed during unsuitable weather conditions. The outside air (temperature) shall be above 45° F., free of precipitation, and stable enough to permit safe completion of started work.
- B. Substrate surfaces shall be approved by Architect or material manufacturer's representative, sufficiently warm and dry to commence or resume work.
- C. All materials shall be warm (above 45°F.) and free of water. Hot bitumen shall be applied only at proper working temperatures, as specified or as directed by the manufacturer's written instructions; where no contrary approved instructions are provided, temperature of coal-tar pitch shall be above 350°F. and below 400°F. at point of application. Materials shall be held at melt conditions as recommended by the manufacturer to prevent degradation.
- D. Schedule application sequence of roofing and so that every area started may be safely watertight with roofing within each day's work. In wet weather, permit no roofing to proceed; allow damp surfaces to dry thoroughly before application of any roofing materials.
- E. Apply aggregate and hot bitumen to roofing plies/membrane only when system is warm and dry, immediately after application where possible, and within 24 hours in fair weather.

##### 1.10 INSPECTION OF THE WORK/SUBSTRATE

- A. Notify Architectural Services at all times work is scheduled to be done, to permit continuous or periodic inspection by Architectural Services. Notify authorized representative of the roof system manufacturer (and provide copy to Architectural Services) if required to insure compliance with warranty requirements.
  - 1. Provide photograph of work referred to in Section 07510, 1.0B.
  - 2. Contractor to mark outside limits of repair (area) for visual inspection by Architectural Services. Utilize Krylon Yellow Marking paint (lead free). For masonry surfaces or other roof system, utilize mason chalk (yellow or blue) to mark limits of the repair.

## ROOF REPAIR SERVICES

### SPECIFICATIONS

#### SECTION 07000

#### BASIC REQUIREMENTS FOR ROOFING WORK

- B. Where existing roofing membrane is to be used as a base for new work, inspect existing conditions of roofing and its substrates to determine (to the satisfaction of the roofing system's technical representative and Architectural Services) that their condition is sufficiently sound, soundly adhered, and free from excess moisture. If unacceptable, proceed as in 1.12 - CONTINGENT REPAIR ITEMS.

#### 1.11 TEST CUTS

At the option of Architectural Services, test cuts may be ordered at any locations stipulated, up to four per one hundred square feet, and subject to tests to establish that the work is sound and fully as specified. If such test cuts are ordered, they shall be made and repaired by the contractor or manufacturer without additional cost to the Owner. Test cuts and repairs shall (where possible) be made before placing top flood-coat and aggregate surfacing, and shall be made without damage to the insulation base layer. Samples must be taken and promptly replaced and sealed. Test cuts shall be promptly repaired with methods specified and/or required by Architectural Services and/or roofing system manufacturer.

#### 1.12 CONTINGENT REPAIR ITEMS

Where substrate conditions are found unsatisfactory, contact Architectural Services for direction and procedure to follow.

#### 1.13 CONTRACTOR'S GUARANTEE

Completed roofing repairs, including work of other sections, shall be absolutely watertight and guaranteed to remain intact and free from leakage under all weather conditions (except certified disasters) for the periods specified below. The contractor shall guarantee his/her work (Labor and Material) for six (6) months after substantial completion of the work (payment date for the repair) as determined in writing by Architectural Services. Any deficiency found, or leakage occurring during this guarantee period, shall be promptly repaired and remedied to Architectural Services' satisfaction, without additional cost to the Owner and without limit of coverage.

#### 1.14 QUALITY ASSURANCE

- A. Installer: A firm with not less than five (5) years of successful experience in installation of roofing systems similar to those required for this project: Carlisle, Garland, Tremco, Owens Corning (Schuler), Siplast, Soprema and which is acceptable to or licensed by manufacturer of primary roof materials.
- B. Contractor is required to complete the "Confidential Questionnaire" if requested.
- C. Contractor is also required to submit in writing with bid, proof of compliance with 1.14 A.

END OF SECTION 07000

# ROOF REPAIR SERVICES

## SPECIFICATIONS SECTION 07510 ROOF REPAIR

### PART 1

#### GENERAL

##### 1.1 WORK OF THIS SECTION

- A. The work of this section shall include all labor, materials, methods, and equipment necessary to produce the completed water tight repair/installation. All the repair methods specified within these specifications may not be required for every roof repair request. Contractor shall refer to these specifications for the minimum repair required for each individual roof repair request. When and if more stringent requirements exist or are mandated by warranted roof system (roofing system manufacturer) and NRCA details and recommendations, they shall be followed.
- B. All repairs/ installations made in this section must include photographic record of the repaired area along with a written summary of repair itemized with the materials used. The photographs can be submitted on a CD media and or e-mailed to Architectural Services once payment is requested. Photographs must include a picture of "before", "during" and "after" the repair occurs. All photographs must be included for submittal for payment. If photos are not included with the request, payment will not be made.

##### 1.2 BASIC REQUIREMENTS

- A. All articles of Section 07000 - "Basic Requirements for Roofing Work" shall be applicable to the work of this section.

### PART 2

#### PRODUCTS

##### 2.1 BUILT-UP ROOF-ASPHALT BASE SYSTEM

- A. Bitumen: Petroleum derived asphalt ASTM D-312-78 Type III
- B. Felts:
  - 1. Asphalt Felt; ASTM D-226; Standard #15 Asphalt Felt
  - 2. Glass Fiber Felt; ASTM D-2178-84a, Glasfelt Type IV; Bituminous resin coated, inorganic, ply sheet.

## ROOF REPAIR SERVICES

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3. Vented Base Sheet, ASTM D-2626, perforated asphalt saturated and surface coated Glass fiber felt.
  - a. Type II by Schuller, GAF.
- C. Fabric:
  1. Garmesh - A polyvinyl chloride coated woven fiberglass membrane weave: 20 by 10 leno weave, weight 1.64 oz. per square yard. Grab tensile 50 pounds warp by 50 pounds fill.
- D. Roof Cements:
  1. Flashing cement (heavy bodied) - ASTM D-93 Garland's Garla-Bond Asphalt (winter and summer grades).
  2. Flashing cement (all weather) - Asphalt cutback formulated for application and bonding to wet surfaces. (Trowel or brush grades; Garland's emergency mastic).
- E. Roof Coating Emulsions:
  1. Asphalt emulsion (fiberglass reinforced) - Karnack non-asbestos Emulsion.
  2. S.B.S. rubberized emulsion (Garland's Energizer) (to be used when requested by owner).
- F. Resaturant:
  1. Asphalt Roofs - combination of asphalt and oils with non-asbestos fibers, designed to be suitable for flat or sloped gravel roofs. "Garland's Gravitop"
- G. Primer:
  1. Thin asphalt cutback primer; Karnack's Primer.
- H. Adhesive:
  1. Asphalt cutback adhesive for asphalt felt applications; Garland's WeatherKing. For use on areas larger than one (1) square (100 square feet).

## ROOF REPAIR SERVICES

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- I. Reflective Roof Coatings:
1. Aluminum roof coating (non-fibrated) - ASTM D-2824-82 Karnack's aluminum roof coating containing 4.5 lb. aluminum past per gallon.
  2. Aluminum roof coating (fibrated) ASTM D-2824-82 Type II; reinforced fibers, containing 3 lb. aluminum paste per gallon; Garland's Silver Shield.
  3. Colored roof coating - White acrylic emulsion fire retardant decorative coating; Garland's Pyramic.

2.2 SINGLE-PLY AND MODIFIED BITUMEN SYSTEM

- A. Aluminum Surface Membrane:
1. High performance foil clad, modified ply 138 mils thick, Fiberglass scrim/fiberglass mat composite ply reinforcement and waffle pattern metallic protective coating (aluminum). VERAL, as manufactured by Siplast, Inc.
  2. Approved equal from submission by Contractor to Architectural Services.
- B. Membrane Cap:
1. Single ply 135 mil thick membrane, 22% polymer-modified asphalt sheet with a two-ply woven fiberglass mat reinforcing, with or without a granule finish. Stressply as manufactured by the Garland Co., Inc. (This sheet can be mopped, or set in flashing cement).
  2. Approved equal from submission by Contractor to Architectural Services.
- C. Vulcanized Elastomer:
1. Black EPDM, elastomeric compound synthesized from ethylene, propylene, and a small amount of diene manomer, as manufactured by Carlisle Syntec System.
    - a. Sure Seal .045 inches (45 mls) thick non-reinforced.
    - b. Sure Seal .075 inches (75 mls) thick reinforced.

## ROOF REPAIR SERVICES

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2. Approved equal from submission by Contractor to Architectural Services.
  3. Polyester Underlayment: A polyester mat underlayment of high burst strength for use under stone topping. Koppers Stonemat; Carlisle Sure Seal HP protective mat, or as approved by Architect.
- D. Adhesive: Rapid setting, asphalt base adhesive for bonding modified bitumen membrane to most surfaces, Garland's WeatherKing, or approved equal per Submission by Contractor to Architectural Services.

#### 2.3 MISCELLANEOUS ROOFING PRODUCTS

- A. Fasteners: Non-corrosive, stainless steel, permanently secure types, approved for intended application. Pre-drill holes in substrate to receive fasteners with drill bit to conform to ANSI B94.12.
1. Roofing Nail (to p.t. wood nailer) Simplex Galvanized roofing nail.
  2. Drive-pin anchor (for fastening reglets to masonry): Phillips # NP1414R, or equal.
  3. Self-tap metal screws (for fastening reglet to masonry): Self-drilling or self-tapping, power driven stainless steel, 3/8 inch hex washer head, #10 shank minimum 3/4 inch long. Where exposed, use neoprene washer heads.
- B. Cants: Wood fiberboard units face width 3 5/8" inch conforming to ASTM C-208. Pressure treated (P.T.) Cant and wood blocking with chromate copper arsenate (CCA) to meet AWDB, LP-22, 0.40 retention, and marked.
1. Treated wood, 3-1/2 inches by 3-1/2 inches cut on bias.
  2. Miscellaneous Treated wood blocking, dressed lumber S4S, marked with trade stamp.
- C. Traffic Pads: 36" inches wide by length of path, mineral surfaced sheet per 2.2 B.1
- D. Aggregate Surfacing: Clean new gravel free from sharp-edges, flat or elongated particles, or incompatible contaminants. ASTM 1863-64. Uniformly graded particle sized to conform to the following limits:
1. Built-up roof: 100% passing 3/4 inch sieve, 0-20% retained on 5/8 inch sieve, 80% retained on 1/4 inch sieve, 100% retained on No. 6 sieve.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

2. Ballasted single ply: 100% passing 3 inch sieve, 0-20% retained on 2 inch sieve, 80% retained on 1-1/2 inch sieve.
- E. Lead Flashing: 3 lb. weight sheet, fabricated as required for application. For roof drain flanges, use minimum 36 inches by 36 inches sheet size.
- F. Copper Flashing:
  1. 16 oz. weight sheet, fabricated as required for applications. For Pipe penetrations, solder fabricated sleeve and umbrella collars, and caps. (Note: Flanges to be a minimum of 6 inches).
  2. Roof drains: 20 oz. sheets with 30 inches by 30 inches dimensions min.
- G. Metal Reglet and Term Bar, Utilize Fasteners with Bar.
  1. Surface-Mounted Type: Provide with slotted holes for fastening to substrate with neoprene or other suitable weatherproofing washers, provided with channel for sealant bedding at top edge. Metal to be compatible with adjoining metal or with approved separation sheet.
  2. Aluminum Termination Bar .090 inches thick by 1.25" inches wide as manufactured by Gen-Flex or approved equal, pre-punched to received fasteners.
- H. Sheet Metal Flashing and Counter-flashing:
  1. Soft-temper stainless steel ASTM 167, type 304, .018 inch min. thickness.
  2. Copper ASTM B 370, Temper H00 cold rolled except for .060; not less than 16 oz./sq. ft.
  3. Aluminum sheet ASTM B 209, mill finished min. Thickness .040 inch. (Kynar finish to be used when requested by Owner).
- I. Joint Sealant:
  1. For concealed joints: One-part acrylic polymeric sealant. Garland's Terpolymer.
  2. For exposed laps: One part polyurethane joint sealant. Garland's Gar-Thane 1.
  3. For pitch pockets: A two-part black pourable urethane. Carlisle sure seal pourable sealer.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

4. General purpose sealant (masonry): One part polyurethane. "Dymonic" by Tremco.
- J. Mineral Surface Cap Sheet:
1. Asphalt coated mineral surfaced cap sheet; Fed. Spec SS-RR-630 D, Type III, ASTM D3909; equal to "Mineral surfaced cap sheet" by Garland.
- K. Fabric Reinforcements: Polyester non-woven, 68 lb. per inch tear strength; 3D Corp. "Polyfab" or approved equal.
- L. Roof Drains:
1. Cast iron sump and beehive domes made by "Josam" or equal.
  2. Retrofit drain manufactured by Marathon, Buffalo NY, (1-800-828-8424) Type: Proliner unit, min. 4 inch diameter, clamping ring and CRE extension as required for roofing system, with cast aluminum strainers.
- M. Insulation:
1. Polyisocyanurate per ASTM C1289, type II, Class 1, Grade 3 manufactured by Atlas, NRG, and Hunter.
  2. Fiberboard made by Celotex. Per ASTM C 208, 209, 165.
  3. Perlite made by Schuler. Per ASTM C 728.
  4. Fiberglass made by Schuller. Per ASTM C 726.
  5. Polystyrene made by Thermo Foam. Per ASTM C 578-95, Type VII, ASTM D 1621 160 PSI min.
- N. Pitch Pocket Filler: Pourable two-part filler by Carlisle or approved equal by Architectural Services.
- O. Roof Metal Edge: Aluminum sheet ASTM B 209, mill finished, .040 inch. thick Class II Clear Anodic Finish .010 mm or thicker comply with AAMA 607.1.
- P. Metal Cleat: Continuous formed aluminum sheet not less than .050 inch thick.
- Q. Foam Adhesive: Roof insulation adhesive as manufactured by Insta-Foam products, Inc., Joliet, IL. (1-800-800-3626).
- R. Expansion Joint Covers : Curb mounted covers, Metalastic curb mount flange covers "MP" as manufactured by GAF, Wayne NJ. ( 1-800-ROOF-411) or Manville.

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- S. Water Diverting Products: Vinyl reinforced with polyester tarping with hose attachment.
  - 1. Water Diverter, 3'x6', 3'x8', 3'x10' by Sulmac Inc. 1115 Main Street, Holyoke, Mass. 1800-773-3929, [www.sulmac-deway.com](http://www.sulmac-deway.com); or equal. include suspension rope and hose.
- T. Miscellaneous Services: Supply roof access ladders for buildings without roof access.

NON-OFFICIAL SPEC  
DO NOT USE TO BID

# ROOF REPAIR SERVICES

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## PART 3

### EXECUTION

#### 3.1 REPAIR TECHNIQUES

- A. Preparation: Broom existing roof surface to remove all loose gravel, dirt and dust from area to receive repair. Extreme care must be exercised to ensure that no residue, resulting from cleaning procedure or application of resaturant, is permitted to enter the building. Ventilators, air intake units and any other potential entry point shall be temporarily covered. Particular care should be taken to prevent roof drain blockage and the spillage of resaturation into the building via expansion joint areas. If any materials enter the building it will be the responsibility of the contractor to clean up debris and pay for damages to the interior of the building, product, and machinery.
- B. Tear off the existing roof down to the existing deck. All tear-off shall be disposed of properly at an approved facility that accepts roofing debris.
- C. Any tear off that involves Asbestos Containing Materials (ACM) must be removed and disposed of according to all applicable local, state and federal laws, codes and guidelines.
  - 1. Contractor to furnish Architectural Services with disposal receipt providing location of landfill.
- D. Asbestos: Report any suspected materials to Project Architect immediately, do not disturb any suspected asbestos material. Project Architect will test any suspected material and schedule any special removals with a qualified contractor. Roofer will coordinate repairs with abatement contractor to keep roof watertight the same day.

#### 3.2 BUILT-UP ROOFS

- A. Blisters and Splits and Fish-mouths:
  - 1. Spud away all gravel min. of 12" inches on each side of the split and 18" to 24" inches beyond each end of the split. X-cut the existing split, blister, or fish-mouthed area roofing and the felts to permit the felts area to air dry. If necessary, the blister must be completely cut out and the section rebuilt with new-like insulation if needed. Any moisture present shall be removed prior to completion of the repair, verification to be with moisture meters.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

2. Trowel a liberal application of roofing mastic into the cavity and then into each segment of felts as they are returned into their original position. If necessary, trim the edges of the segments to a snug smooth fit. Trowel a liberal application of mastic over the blister and out onto the prepared primed perimeter.
3. Immediately embed mesh into the wet mastic; each layer of mesh shall extend at least 6 inches beyond the original blister and previous mesh layer. Any lap joints formed by the membrane shall contain liberal amounts of mastic to prevent membrane from touching membrane.
4. Liberally top dress the membrane with mastic to eliminate the cement and fabric, re-gravel area(s), mark repair(s) area with one stripe of Krylon yellow marking paint (lead free).

NOTE: If a blister occurs in a modified system, substitute the compatible modified material for the top layer of mesh and cement in.

- B. Starting at the lowest point of the roof, mop two plies of type IV felt in type III asphalt at a rate of 25 lbs per square (100 square feet) per ply. Each ply shall be lapped 18" inches leaving 18" inches exposed.
- C. When using cold adhesive, 2.5 to 3 gallons of cold adhesive shall be used when applying one (1) square (100 square feet) per ply.
- D. Install modified cap sheet in 30 lbs. of type III asphalt per one (1) square (100 square feet). The roll of modified shall push a puddle in front of it making sure at least 1/2" inch of asphalt flows out from the seam. All side laps shall be at least 4" inches with all end laps a minimum 8" inches (staggered).

### 3.3 PUNCTURES AND RUPTURES

- A. Follow the basic repair techniques of that on blister repair (3.2). If the membrane is unsupported or the insulation is wet, replace the ruined insulation and or substrate to decking.

NOTE: Contact Architectural Services for deck repairs. Any required engineering will be provided by Owner.

### 3.4 MECHANICAL UNIT, DRAINS, PROJECTIONS, AND WALLS:

- A. Reinforcement of base flashings due to splits, blisters, and embrittlement due to age, water infiltration, or punctures.
  1. Spud existing roof surface 12" inches from toe of cant of units and projections.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

2. Reinforce all units and projections with two alternate patterns of mastic and fabric reinforcement. The layer techniques will be that of the blister and split techniques described earlier. The flashing cement used shall be a specific cement used for vertical surfaces.
3. Aluminize all flashings (repair to dry out 24 hr.) with two (2) coats of non-fibrated aluminizer at a rate of one (1) gallon per square (100 square feet) per coat.

NOTE: Flashing details shall follow the drawings provided by Project Architect or NRCA recommended details.

#### B. Replacement of flashing due to fallen and/or wet flashings:

1. Spud the existing roof surface down to the felts a minimum of 12" inches from toe of cant of units or projections.
2. Remove existing flashings and/or the surrounding roof membrane as needed to remove wet areas. If an area is removed, it is imperative that the replacement material be as high as or 1/2" inch higher than the existing roof surface.
3. Install a new, like cant strip if required secured in adhesive or hot asphalt or mechanically attached.

#### C. Resurface due to Embrittlement:

1. Spud the existing roof surface down to the felts 12" inches min. from toe of cant, of units or projections.
2. Install one base sheet and one ply of modified starting from 6" inches at toe of cant onto the prepared roof area. Run material vertically onto unit curb or projection, 8 inches high (from finished roof level). Fasten the top edge of the flashings (base and modified top ply) with appropriate term bar/or fasteners 12" inches on center. If the existing counter flashing is reused, or a new surface mounted reglet and counter flashing is used, a termination bar is to be installed.

- D. Apply resaturant at a rate of one (1) gallon per square (200 square feet). See Section 3.7.

## ROOF REPAIR SERVICES

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#### 3.5 METAL EDGE DETAIL

A. Spud entire edge 8" inches from edge out onto the roof membrane. It is the contractor's responsibility not to puncture through the existing roof membrane. Re-fasten any loose metal edge areas that might have loosened over time with appropriate fasteners min two rows of fasteners staggered at 8" inches on o. c., or according to FM Loss Prevention data Sheet 1- 49 for area wind zone. Prime metal roof edge flange prior to any re-flashing work. Re-fasten cleat to substrate if required for proper performance of roof edge with fasteners 6" inches o.c. Replace wood blocking if substrate is not sound and fastener retention is not possible. Re-clamp roof metal edge to cleat if required.

B. Install new flashing using one (1) ply of fabric reinforcement and flashing cement. After the one (1) ply of fabric reinforcement has been applied, install a second layer of fabric reinforcement using the same flashing cement as that used in laying the first ply.

NOTE: Roofing felts may be substituted for fabric reinforcement if set in hot asphalt.

C. Install flashing using one (1) ply of fabric reinforcement and flashing cement onto spudded membrane area and prepared edge. Using the same flashing cement as that used in laying the first ply, set in and install one (1) ply of modified flashing membrane 12" inches wide over first ply.

NOTE: Layer of roofing base sheet and flashing membrane may be set in flashing cement in lieu of above.

D. Allow repair to dry 24 hrs. Aluminize new metal edge flashing at a rate of one (1) gallon per square (100 square feet).

E. Installation of new metal roof edge is to occur by removing existing and replacing with new, like, or better quality. Reinforce existing substrate if needed, install cleat and re-flash new unit, edge material all per the above items.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

#### 3.6 EXPANSION JOINTS:

- A. Replacement: New expansion joints are to be installed accordance with NRCA roofing standards or manufacturer requirements. Spud and clean 18" inches of roof area out from location of new expansion joint (both sides of each expansion joint area). Cut roof area to substrate, furnish and install required P.T. wood blocking and cant units, fasten all to substrate. Installation to provide 12" inches of height above existing finished roof level. Install over new blocking (formed curb) a high profile expansion joint. Install two (2) plies of felt and one (1) ply of modified on all sides that require built-up details, fasten flashing to new curb at 12" inches o.c. Whenever hot is used, it is the responsibility of the contractor to heat the asphalt according to E.V.T. (+ or -25) degrees. A pre-manufactured expansion joint cover shall be used (GAF or Manville). No field constructed transition will be accepted.

NOTE: If flashing cement is utilized, substitute two (2) plies of base sheet for two (2) plies of felts and continue with cap sheet and all above requirements.

- B. Repair: Follow directions from the section on mechanical units (3.4, A) and base flashings (3.4, B).

NOTE: It is imperative that all tie-ins to the new expansion joint on roofs that are still under warranty are installed by an approved contractor for that system. At Architectural Services' request, the roofer shall supply proof that his company does have certification to perform warranty work.

- C. Expansion Joint Cover: Follow manufactures recommendation for the installation of the expansion joint cover onto the roof curb.

#### 3.7 COATINGS, GENERAL

- A. Coatings will be needed because of the displacement of gravel, exposure of felts, alligating of the smooth asphalt roof surface, or to fill in repaired areas that have been spud.
- B. If displacement of stone occurs or fill-in is needed for repairs on a gravel B.U.R., re-saturate and apply new gravel as described below. It is imperative that the re-saturation used is compatible with the existing roof.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

#### 3.8 ALUMINIZER

- A. Fibrated - Use two (2) gallons per square (100 square feet)
- B. Non-fibrated - Use one (1) gallon per square (100 square feet)
- C. Fibrated - White Acrylic roof coating. Use three (3) gallons per square (100 square feet).

NOTE: Clean existing flashing, emulsion coated roof. Brush roof gravel a Minimum of 6 inches from toe of transition (cant). Push gravel back to end of aluminizing coat if applied.

#### 3.9 RESATURATION APPLICATION

- A. After the area(s) have been properly cleaned ,primed (1 gallon per 200 square feet), and all repairs have been affected, apply roof resaturant at a rate of 7 gallons per one (1) square (100 square feet). The resaturant can be brushed, sprayed, or snaked and squeegeed. Caution must be observed when spraying regarding over spray.
- B. Uniformly install new "P" gravel stone approximately 400 lbs. per one (1) square (100 square feet) ensuring that all gravitop surfaces are covered. At the discretion of the manufacturer's representative, the gravel will be applied simultaneously with the resaturant or after a minimal and/or Architect waiting period.
- C. The manufacturer's representative must approve the cleaning, repairs, flashing installation, and any other miscellaneous work prior to the application of the resaturant and gravel.

NOTE: No work shall be performed if the chance of rain is greater than 30%.

#### 3.10 EMULSIONS

- A. If exposed felts, alligatoring, or large craze cracking on the surface of a smooth roof are evident or fill is needed on a smooth surface B.U.R., emulsion should be used.
- B. Brush, broom, and clean the roof area and prime (1 gallon per 200 square feet).
- C. Apply the emulsion at a rate of three to five gallons per square (100 square feet) or as specified if an alternative rubberized emulsion is used. The emulsion can be sprayed, squeegeed, or brushed.

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- D. If needed and requested by Architectural Services, embed polyester mesh (175 grams weight) between the two coatings in succession of the three gallons per square (100 square feet) of emulsion. Brush the fabric into the emulsion and avoid any ridges or fish-mouths.

#### 3.11 SECUREMENT OF ATTACHED ROOF SYSTEMS

- A. Loss of adhesion to a nailable deck shall be resecured according to Factory Mutual Recommendations. After the system is resecured, restrip or install the new roof cover according to the stated repair techniques,
- B. On non-nailable decks, resecure the insulation with hot asphalt or an approved insulation adhesive. If it is the roof system that needs resecurement, follow the recommendations dictated by the manufacturer of the existing roof system.

#### 3.12 FASTENER BACK OUT

- A. Remove the existing fastener. Replace with a larger diameter fastener to resecure existing substrate. Repair area as described in section 3.3 (punctures and ruptures).

#### 3.13 REGLET, COUNTER FLASHINGS

- A. If fallen or loose from the wall, clean and rake out the mortar joint (reglet) as needed (for Masonry mortar pointing refer to Architectural Services for directions). Return existing metal into masonry joint (reglet). If metal is rotted, replace with new like, compatible or better quality counter flashing and lock into masonry reglet with new lead wedges 24" inches o.c.. Caulk the top edge of the counter flashing and wall with specified caulking.
- B. Surface mounted reglets that have fallen shall be re-fastened in place (seal previous masonry fastener hole). Re-install surface mounted reglet with specified fasteners 8" inches o.c. (metal counter-flashing to cover all edges of base flashings). Caulk as per above paragraph.
- C. Aluminum Termination bar shall be fastened with specified fasteners 8" inches o.c. and caulked as above paragraph "A" and "B".

NOTE: Notify Architectural Services if masonry or back-up space for reglet counter flashing is not adequate for intended purpose.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

#### 3.14 COPING CAPS

- A. Broken coping caps shall be replaced with like (if not available notify Architectural Services for substitution and approval).

NOTE: If minor crack are the cause of possible leak, fabric and cementing is allowed for a quick and temporary solution. Notify Architectural Services for further direction to a permanent repair.

- B. Openings in the terra cotta, and stone coping joints shall be raked 1/2" inch deep (hand tools only). Area to receive sealant shall be primed if needed and back filled with closed cell, non-gassing backer rod. Fill joint remaining with the specified caulking (tooled properly per manufacturer recommendations).
- C. Water leaking through the joints of metal coping cap shall require the removal of the sections affected. Cleaning and priming of the area and splice plate, and re-caulking the splice plate using three (3) rows of caulk beads at 1/4" inch apart and the re-securing of the cap and splice plate onto top of wall.

#### 3.15 PITCH PANS

- A. Verify compatibility of old and new material. Fill open pitch pans with pourable sealer as specified, slope to provide water run off.
- B. If new pans are to be installed, they must be made of copper with soldered joints with 4" inches height minimum (from existing roof level) and 4" inch wide flanges minimum.
1. Fill the bottom half with non-shrink grout, let dry as required (1/2 hour min.) and fill the top half with pourable sealer described above.
  2. The flanges of the pitch pocket unit shall be set onto a prepared/spudded surface (nail flanges when wood blocking is present). Spud area on roof 12" inches from toe of unit, prime flanges and set onto bed of mastic, strip flange in with one (1) ply of felt and one (1) ply of modified membrane all in hot. If mastic is to be utilized for stripping in new flashing, follow directions from section on mechanical units (3.4, A.2).
  3. Furnish/install copper caps when directed by Architect. Caps to extend over pitch pan minimum of 1" inch.
- C. If installation is required on a single ply system, install according to the manufacturer's recommendations.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

#### 3.16 INSULATION

- A. All insulation shall be mopped in a full flood coat, 50 lbs. per square (100 square feet) of type III asphalt. All lap joints shall be staggered. The gaps between insulation board joints shall not exceed 1/8" inch.
- B. Mechanically fastened insulation shall be installed with one fastener to meet FM 1-75, or min. 1 fastener every 2 square feet.
- C. Insulation installed in cold adhesive shall follow manufacturer's recommendations.
- D. Insulation installed in foam adhesive shall follow manufacturer's recommendations

#### 3.17 ROOF DRAINS

- A. When installing the insulation board, terminate it approximately 48" inches from the perimeter of the drain. Fill the remaining distance with 48" inch tapered layers of asphalt impregnated fiberboard strips, edge forming a sump to the drain.
- B. When installing the glass felts, terminate both plies around the perimeter of the drain.
- C. Remove the clamping ring and install a 36 inch square boot of modified, centered over the drain. Install new lead flashings in cement. Install two (2) plies of Type IV felt and modified cap sheet shingle fashion overlapping each other a minimum of 6" inches all on top of the primed lead flashing.
- D. The membrane shall be installed in conjunction with Type III Asphalt at those rates previously stipulated.
- E. Reinstall the clamping ring and torque accordingly, set dome onto clamping ring and seal all voids around the inside of the drain with elastomeric caulk.
- F. Install new roof drains per section 2.3L. The contractor will contact Architectural Services to authorize replacement correction of plumbing problems beyond roof drain bowl.
- G. Retrofit drains to be installed per the above sections enumerated above, and per manufacturer recommendations.

## ROOF REPAIR SERVICES

### SPECIFICATIONS SECTION 07510 ROOF REPAIR

#### 3.18 SHINGLE ROOFING

- A. Various manufacturers roof shingles, minimum product warranty of fiberglass reinforced shingles of twenty five (25) years. Install per manufacturer's written recommendations. Include wood decking repairs and miscellaneous items for a water tight roofing system.

#### 3.19 GREEN ROOFING

- A. Vegetated Roofing; remove roof top items including but not limited to overburden, snow, plants and pavers to respond to leaks and make repairs according to manufacturer's written instructions.
- B. Install any component in a green roofing system, including but not limited to overburden, soils, pavers, plants, fertilizers, water irrigation systems.

#### 4.0 GENERAL NOTES

- A. The manufacturer's technical consultant and Architectural Services will be available to ensure the above specifications are carried out correctly. All details and practices not specifically covered by these recommendations shall comply with the NRCA guidelines.
- B. Hidden Conditions: Contractor shall repair and make watertight, unknown conditions according to industry standards, any moisture infiltration issues penetrating any roof system or roof drainage system.

END OF SECTION 07510

## ROOF REPAIR SERVICES

### APPENDIX "B"

### WAGE RATES

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# ROOF REPAIR SERVICES



**City of Rochester**

**Bureau of Purchasing**

**Department of Finance**

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

## **CONDITIONS OF BIDDING**

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.

## ROOF REPAIR SERVICES

5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

NON-OFFICIAL SPEC  
DO NOT USE TO BID

## ROOF REPAIR SERVICES

8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD

## ROOF REPAIR SERVICES

SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.

14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.

## ROOF REPAIR SERVICES

16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

### BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.
18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time, the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

## ROOF REPAIR SERVICES

The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

## ROOF REPAIR SERVICES

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

### SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

### AWARD

## ROOF REPAIR SERVICES

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.
- e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.
- f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the

## ROOF REPAIR SERVICES

Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the

## ROOF REPAIR SERVICES

goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market

## ROOF REPAIR SERVICES

articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.
37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
38. **Equal Employment Opportunities:**
- a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.
- b) Definitions:
1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
  2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

## ROOF REPAIR SERVICES

- c) Compliance: The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

## ROOF REPAIR SERVICES

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

### 39. **Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:**

1. The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such nonsupport of fair employment.

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing

## ROOF REPAIR SERVICES

Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

## DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.
44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- The Purchase Order Number
  - The Name of the Article and Stock Number (Supplier's)
  - The Quantity Ordered
  - The Quantity Shipped

## ROOF REPAIR SERVICES

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.
48. **General Guaranty:** Contractor agrees to:
- a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
  - b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.
  - d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.
49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way

## ROOF REPAIR SERVICES

limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.

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55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.
56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision

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is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

## ROOF REPAIR SERVICES

### NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

- a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.