

CLEVELAND PUBLIC LIBRARY

Finance Committee

June 15, 2021

RESOLUTION AUTHORIZING AGREEMENT FOR EARLY CONSTRUCTION PHASE SERVICES FOR THE HOUGH BRANCH

- WHEREAS, On February 20, 2020, the Board of Library Trustees approved the selection of the Gilbane Building Company as construction manager at risk for Phase 1A of the Library's Facilities Master Plan and authorized Gilbane to proceed with pre-construction services; and
- WHEREAS, Gilbane is in the process of procuring subcontractor construction bids for the work at the new Hough branch in order to prepare a Guaranteed Maximum Price ("GMP") Proposal that will set forth a maximum construction budget for the new Hough branch; and
- WHEREAS, Gilbane sought bids from nine suppliers and contractors for the roofing package at the Hough branch and received one formal bid, submitted by Warren Roofing & Insulating Co., in the amount of \$191,800; and
- WHEREAS, Warren Roofing & Insulating Co. has indicated that it cannot guarantee its bid price until Gilbane finalizes the full GMP Proposal for the new Hough branch, and accordingly, Gilbane recommends that the Library authorize the purchase of the roofing package at this time in order to hedge against likely price increases; and
- WHEREAS, The total cost to the Library of purchasing the roofing package through Gilbane from the low Warren Roofing, including Gilbane's contingency, general conditions, and fee, will be \$206,868; and
- WHEREAS, Gilbane's charges for contingency, general conditions, and fee are costs that would be included in the GMP were the Library to purchase the roofing work after the GMP is set and will not be duplicated in the final GMP; and
- RESOLVED, That this Board authorizes the Executive Director, CEO or his designee, to negotiate and execute such agreements or instruments as are necessary to effectuate the purchase of roofing work for the new Hough branch library by Gilbane building company in the amount of \$206,868, to be charged to the Construction-Tax-Exempt fund account 40275205-55300 (Construction/Improvements), which agreements or instruments shall be subject to the approval of the Director of Legal Affairs.

14 June 2021

John Lang
Chief Operating Officer
Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114

**Re: Hough Library Branch
Recommendation to Award – Bid Package 07A: Roofing**

Mr. Lang:

Gilbane solicited proposals for Bid Packages 07A Roofing for the Cleveland Public Library's Hough Library Branch Project. Nine suppliers and contractors were solicited for bids; one firm submitted formal bids. Gilbane and the project team conducted a thorough scope review meeting for the above-referenced bid package from the apparent low bidder. As a result of these scope review meetings, Gilbane recommends awarding **Warren Roofing & Insulating Co.** for the BP07A work based on the following criteria:

- Lowest and responsible bidder
- Commitment to Economic Inclusion Plan
- Safety metrics

Gilbane recommends a contract award to Warren Roofing & Insulating Co. in the amount of \$191,800.00 (One Hundred Ninety-One Thousand Eight Hundred Dollars and No Cents) for Bid Package 07A Roofing. The above values do not include the Gilbane markups. Refer to the markups below.

The award amount is based on GMP Documents issued by Moody Nolan, dated 04/30/2021, Pre-Bid Supplement No. 1, dated 05/14/2021, and the following clarifications:

1. Includes commitment to enterprise participation of 20% MBE, 20% FBE/WBE, 20% SBE
2. Prevailing Wage is included.

The list above is not a full list of assumptions and clarifications. A complete assumptions and clarifications list and CM staffing cost will be included in the Guaranteed Maximum Price Proposal. The budget for the Roofing work established from our preconstruction estimate is \$227,050. The total award value including Gilbane markups (Construction Contingency, Insurance, and Fee) is **\$206,868 (Two Hundred Six Thousand Eight Hundred Sixty-Eight Dollars and No Cents)**. The markup breakdown is outlined below:

- Base w/o Markup: \$191,800

- Construction Contingency: \$5,338
- Insurance: \$5,674
- Fee: \$4,056

Respectfully,

I Concur

Travis Okel
Purchasing Manager
Gilbane Building Company

John Lang
Cleveland Public Library

Date

Enclosures: Gilbane Bid Package 07A Bid Comparison & Trade Contractor Proposal

Bid Comp Report
CPL Hough Branch-8335500.07A-Roofing
Tuesday, May 18, 2021 12:01 PM

Warren Roofing &
Insulating Co.
Hold

Warren Roofing
John Azzara
4404394404
\$191,800.00

COMPANY CONTACT INFORMATION

COMPANY NAME
CONTACT PERSON
PHONE NUMBER

LUMP SUM BID

All work Required by the foregoing documents will be accomplished for the Lump Sum Bid Price of:

YES

ACKNOWLEDGEMENT OF SUPPLEMENTS

SUB-SUBCONTRACTORS

- Sub-Subcontractor: Sub-Subcontractor
- Sub-Subcontractor: Current EMR Rate
- Sub-Subcontractor: Item of Work
- Sub-Subcontractor: Manhours
- Sub-Subcontractor: Value of Anticipated Subcontract
- Sub-Subcontractor: Sub-Subcontractor
- Sub-Subcontractor: Current EMR Rate
- Sub-Subcontractor: Item of Work
- Sub-Subcontractor: Manhours
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- Sub-Subcontractor: Current EMR Rate
- Sub-Subcontractor: Item of Work
- Sub-Subcontractor: Manhours
- Sub-Subcontractor: Value of Anticipated Subcontract

PROJECT DIVERSITY WORKFORCE AND DIVERSITY PARTICIPATION

- SBE
- SBE 20
- MBE
- MBE 20
- FBE
- FBE 20

- Description of Work: Description of Work
- Description of Work: Business Name
- Description of Work: Address
- Description of Work: Business Classification - MBE/FBE/SBE
- Description of Work: Anticipated Contract Value
- Description of Work: Description of Work
- Description of Work: Business Name
- Description of Work: Address
- Description of Work: Business Classification - MBE/FBE/SBE
- Description of Work: Anticipated Contract Value
- Description of Work: Description of Work
- Description of Work: Business Name
- Description of Work: Address
- Description of Work: Business Classification - MBE/FBE/SBE
- Description of Work: Anticipated Contract Value

UNIT PRICES

- Item Description: Unit Price
- Item Description: Unit Price
- Item Description: Unit Price

ALTERNATE PRICES

ALLOWANCES:
COST AND QUANTITY BREAKDOWN

- Allowance #1 - via
- Total Material \$85,000.00
- Total Allowances \$0.00
- Total Installation Cost
- Total Bid \$198,800.00
- Total Estimated On-Site Manhours \$832.00
- Item: Quantity
- Item: Material Cost
- Item: Installation Cost
- Item: Total Cost
- Item: Quantity
- Item: Material Cost
- Item: Installation Cost
- Item: Total Cost

VOLUNTARY ALTERNATES

- Bidders may upload additional information at the end of the proposal form if needed.
- Proposed Voluntary Alternate: Proposed Voluntary Alternate
- Proposed Voluntary Alternate: Voluntary Alternate Cost
- Proposed Voluntary Alternate: Proposed Voluntary Alternate
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- Proposed Voluntary Alternate: Proposed Voluntary Alternate
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- Proposed Voluntary Alternate: Voluntary Alternate Cost
- Proposed Voluntary Alternate: Proposed Voluntary Alternate
- Proposed Voluntary Alternate: Voluntary Alternate Cost

BIDDER IDENTIFICATION

- Bidder: warren roofing
- Current Experience Modification Rating: 47
- OSHA Incident Recordable Rate: 4

CONTRACT AND INSURANCE AFFIRMATION

The person named below represents that he has reviewed the Trade Contract Agreement issued as part of the bidding documents, agrees that if selected for award by Gilbane will execute the Trade Contract Agreement without exceptions, exclusions, qualifications, clarifications and/or alterations and is authorized to make such representations on behalf of the Bidder.

YES

The person named below represents that he has reviewed the insurance requirements in Article 6 of the Trade Contract Agreement, has included all costs to fully comply with same, and is authorized to make this representation on behalf of the Bidder.

YES

BIDDER CLARIFICATIONS

BIDDER ATTACHMENTS (optional)

- One document may be attached here. [ProposalsAttachments108709-810c152-0000-844-004-0046-12179866.pdf](#)
- One document may be attached here. [Bony Certifications.pdf](#)
- One document may be attached here.

Project: CPL Hough Branch
 Bid: Warren Roofing & Insulating Co. - CPL Hough Branch-8839500.07A-Roofing
 BidID: 8839500.07A
 Due: 05/18/2021 02:00 PM Eastern Daylight Time
 Last Updated: 05/18/2021 12:48 PM Eastern Daylight Time

SECTION 1 : COMPANY CONTACT INFORMATION

COMPANY NAME
 Warren Roofing

*

CONTACT PERSON
 John Arsena

*

STREET ADDRESS
 7015 Krick road

*

CITY STATE ZIP
 Walton hills, Ohio 44146

*

PHONE NUMBER
 4404394404

*

CONTACT EMAIL
 johna@warrenroofing.com

*

Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all Roofing Work, herein described as Bid Package No. 07A - CPL Hough Branch project all in accordance with the Drawings and Specifications as prepared by Moody Nolan, and their Consultants, the Contract Documents, Project Manual (Refer to Attachments), this Proposal Form, and all documents incorporated by reference.

SECTION 2 : LUMP SUM BID

The undersigned, having become thoroughly familiar with the requirements, conditions, and intent of the Bid Documents and with all conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully provide the Work within the time stated and in accordance with the Bid Documents, including furnishing any and all labor, materials and equipment and supervision, and do all things required to provide said Work, without claims for additional time or compensation.

All work Required by the foregoing documents will be accomplished for the Lump Sum Bid Price of:
 191,800

*

Amount In Writing:
 One hundred ninety-one thousand eight hundred dollars

*

The Lump Sum Bid Price above includes all applicable sales and/or use taxes (NOTE THAT THE PROJECT IS TAX-EXEMPT IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO); INCLUDES all insurance premiums required by the Contract Documents; and EXCLUDES all premiums for 100% Performance Bond and a Labor and Material Payment Bond unless deemed necessary by the Construction Manager.

SECTION 3 : CONTRACT EXECUTION

Bidder agrees that if written notice of the acceptance of this bid is mailed or delivered to the undersigned within ninety (90) days after the Proposal Due Date, or any time thereafter before it is withdrawn, the undersigned shall meet representatives of Gilbane Building Company at Gilbane Building Company's office or at a mutually agreed upon location to execute the contract or electronically execute the Contract. A Performance Bond and Labor & Material Payment Bond (If Required) will be delivered to the Construction Manager at the time of execution of the Contract. Failure to execute said contract within ten (10) days after receipt of written Notice of Award of its bid may be considered a default under the obligation of the bid. Insurance certificates shall be provided before starting on-site activities if such activities occur before the Contract is signed.

By submitting its bid, the Bidder hereby agrees that the Owner may, in its sole discretion, decide which combination of base bid plus alternates, (if any) would provide the Owner with the most efficient expenditure of the Owner's funds with respect to any particular bidder. Owner's selection and determination of which combinations of base bid plus alternates (if any) shall form the basis of awarding the contract. By submitting its bid, Bidder further agrees that the sum total of the base bid plus alternates (if any) as so determined by the Owner separately for each bidder shall be deemed to be such bidder's bid for purposes of determining the lowest responsible bidder for such portion of the work or for such bid package. Such determination by the Owner shall not be subject to challenge by the Bidder.

SECTION 4 : ACKNOWLEDGEMENT OF SUPPLEMENTS

The above price includes all stipulations and requirements of the following Supplements, which have been received and accepted by the undersigned.

Pre-Bid Supplement #1
 YES
 *

SECTION 5 : MILESTONE SCHEDULE DATES

It is expressly understood that this Project is not based upon a five (5) day, forty (40) hour per week schedule. The Work shall be scheduled such that inclement weather days can be recovered without affecting the established Milestone Schedule Dates. The Trade Contractor has included sufficient tools, equipment, labor and supervisions, including necessary shift-work or overtime, required to meet the milestone dates. This Subcontractor shall also participate in comprehensive scheduling sessions with the Construction Manager and other Subcontractors as required to further develop the detailed construction schedule.

All work shall be completed within the milestone dates and project schedule in the Project Manual (Refer to Attachments). Dates and durations given are for reference only and are subject to change. Each bidder shall provide with their proposal a bar chart schedule to the Construction Manager defining scope of work items, items requiring fabrication, etc.; each with their respective anticipated start dates, end dates and durations.

Reference Front End Documents for the proposed milestone project schedule.

SECTION 6 : SUB-SUBCONTRACTORS

Sub-Subcontractors

The following sub-subcontractors are proposed for the item of work listed. Sub-subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site. All trade subcontractors must have a EMR of 1.0 or less.

Sub-Subcontractor	Current EMR Rate	Item of Work	Manhours	Value of Anticipated Subcontract
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$
	EMR		Mhrs.	\$

SECTION 7 : PROJECT DIVERSITY WORKFORCE AND DIVERSITY PARTICIPATION

This section is to be filled out completely and submitted at time of bid.

PROJECT DIVERSITY

1. Gilbane Building Company and the Owner encourage participation of certified diverse firms/worforce:

Enterprise
 20% MBE
 9% FBE
 15% SBE

Workforce
 18% Minority
 7% Female
 20% City of Cleveland Residents
 40% Cuyahoga County Residents

2. All on-site Subcontractors and Sub-Subcontractors must undertake a good faith effort to meet diversity participation, and provide substantiation if necessary why the requirements are not achievable.

3. The Lump Sum Base Bid amount includes utilization of certified CBE as indicated below:

Enterprise Participation	Commitment
SBE	20 % *

MBE	20	% *
FBE	20	% *

Description of Work	Business Name	Address	Business Classification - MBE/FBE/SBE	Anticipated Contract Value
				\$
				\$
				\$

SECTION 8 : UNIT PRICES

Unit Prices shall be used, where applicable, to make adjustments to the cost of the Work due to changes. ALL Unit Prices submitted shall be complete in-place prices and include all costs for overhead, profit, parking, bond costs, labor, materials, taxes, equipment, Engineering, shop drawings and any other incidentals related to the completion of the Work, and shall remain firm for the period of the contract. Deductive unit prices will be calculated at no less than 90% of the additive unit price.

UNIT PRICES

Item Description	Unit Price

LABOR RATES

Provide labor rates to be used in pricing any extra work that may be required. Rates are complete billing rates and include wages, taxes, fringes, insurance, small tools and incidentals and 10% overhead and 5% profit. List all rates below and complete the attached Wage Form for each classification of worker anticipated. Rates are to be for the duration of the project.

Provide current Labor Rate Breakdown Sheets:

File Upload

File Upload

File Upload

File Upload

File Upload

File Upload

SECTION 9 : ALTERNATE PRICES

An Alternate Price shall include all costs associated with the changes, omissions, additions or other adjustments to the Work of this Bid Package (Contract) which are described in the Alternate, or are reasonably inferable there from. Claims for extras resulting from changes caused by the acceptance or rejection of any Alternate will not be allowed. Alternate Prices shall also include all costs of overhead, profit and bonds, if required, associated with the work of the Alternate, whether additive or deductive.

The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or rejection of the various Alternates. The Owner and the Construction Manager expressly reserve the right to accept or reject any, or all, Alternate Prices, and in any sequence prior to or after award. Acceptance or rejection of any Alternate does not relieve the Bidder of timely completion of the Work within the time periods indicated.

ALTERNATES:

n/a

SECTION 10 : ALLOWANCES:

The Bidder includes the following Allowances and rates in the total Lump Sum Amount of the Base Bid for this Bid Package. The following allowance amounts shall not be used without prior written approval from the Construction Manager, and include the Trade Contractor's cost of materials less applicable discounts, delivery to the site, and applicable taxes. All other costs associated with completing the work described in the allowance are included in the base bid but outside of the allowance amount.

The Trade Contractor's costs for unloading, handling, installation, overhead and profit shall be included in the base bid, but outside the Allowance. Work charged to an allowance shall be at the Trade Contractor's cost without markup for overhead and profit up to the amount of the allowance. Costs incurred in excess of the allowance shall include contractual markup for overhead and profit.

Allowances are to be used only as directed by the Construction Manager and are not to be used for work currently described in these bid documents.

This Subcontractor shall include Allowance(s) which affect the work of this Contract. Indicate applicable Allowances on Proposal.

ALLOWANCES:

Allowance #1 - n/a

SECTION 11 : COST AND QUANTITY BREAKDOWN

In order to properly evaluate the Proposal, provide the following information. The Scope of Work to be awarded will not be influenced by the cost and quantity information requested here.

DO NOT include the cost of any alternates in base bid.

(Note: The items listed below are not intended to be an all inclusive listing, but merely to highlight some items of work. Total of all items will NOT equal bid price.)

1. COST BREAKDOWN

Total Material	85000	*
Total Allowances	0	*
Total Installation Cost		
Total Bid	106800	*
Total Estimated On-Site Manhours	832	*

2. QUANTITY BREAKDOWN

(Note: the items listed below are not intended to be an all inclusive listing, but merely to highlight some items of work. Total of all items will NOT equal bid price.)

Item	Quantity	Material Cost	Installation Cost	Total Cost

SECTION 12 : SCOPE OF WORK

DESCRIPTION OF WORK INCLUDED:

Except for those items (if any) specifically excluded, the work of this Bid Package shall INCLUDE, but is not necessarily limited to, all of the following:

- a. All Sections of the Project Manual, and (iBidPro attachments)
- b. All items of work required by, and/or specified in, those sections of the Specifications which are listed in the Scopes of Work document.

- c. All items of work related to the Scope of Work, which are shown on the Drawings and Specifications listed in the List of Specifications and Drawings.
- d. All Scope Items general to all bid packages provided within the 'General Requirements of the Scope of Work'; for all Trade contractors, and as listed in the Specific Scope of Work within the Scopes of Work document.
- e. Requirements of this Scope of Work may exceed requirements of the specifications (all Divisions apply). Thus, this Scope of Work shall prevail. When the specification requirements exceed this Scope of Work the specifications shall prevail.
- f. The 'Specific Requirements of the Proposal'; section of this Scope of Work document is related to those required by the referenced documents and are to be provided under, and hereby form a part of the Scope of Work of this Bid Package (Contract). Should any conflict exist between this written Scope of Work and any scope items implied by the referenced documents, this Scope of Work shall govern.
- g. The Scopes of Work document is not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight major items of work. It is not intended to limit any portion of the scope of this bid package.
- h. The intention of this Summary Scope of Work and all associated contract documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work. It is intended that the work not specifically enumerated under any division, head section, branch, or class of specifications shall be supplied if it is reasonably inferable as being necessary to produce the intended results. In summary, all work of this bid package is to be complete and totally functional (without gaps) for the purpose for which they are designed for a total project, whether or not all components are described in the contract documents.

GENERAL REQUIREMENTS OF THE SCOPE OF WORK

Refer to Project Manual for General Requirements for Trade Contractors.

SPECIFIC REQUIREMENTS OF THE PROPOSAL

Refer to Project Manual for Specific Scope of Work Requirements for Trade Contractors.

DESCRIPTION OF THE WORK EXCLUDED

Refer to Project Manual for Work Excluded for Trade Contractors.

SECTION 13 : SPECIFICATIONS

Refer to Project Manual for Specification assignments for Trade Contractors.

See Attachments tab for Scope of Work and Specification/Drawing Log.

SECTION 14 : CONTRACT DRAWINGS

Refer to Project Manual for Drawing assignments for Trade Contractors.

See Attachments tab for Scope of Work and Specification/Drawing Log.

Trade contractor shall interface and coordinate with all Drawings and Specifications included in the Specifications and Drawings Log. The Scope of Work is based on the entire set of documents, and is not limited to any subset of the documents

SECTION 15 : VOLUNTARY ALTERNATES

The Bidder proposes the following Voluntary Alternates listed and described below. Should the Owner accept any of these Voluntary Alternates, the Subcontract Amount will be adjusted by the amount indicated below. Attach a detailed description, if required, for each option. Identify specifically when value engineering options cannot be accepted in combination with other options or alternates that deal with similar scope or products.

Bidders may upload additional information at the end of the proposal form if needed.

Proposed Voluntary Alternate	Voluntary Alternate Cost

SECTION 16 : BIDDER IDENTIFICATION

The undersigned represents that this Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he is competing in his own interest and in his own behalf, without connection of obligation to any undisclosed person, that no other person has

any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his own examination and estimates and from them makes this Proposal.

Bidder:
warren roofing

Current Experience Modification Rating
.47

OSHA Incident Recordable Rate:
4

License Title	License Number

The full names, addresses and telephone numbers of all persons interested in this Proposal, as principals are as follows:

Name	Address	Telephone Number

NOTE: When submitted, this Proposal is assumed to bear the written signature of the Bidder.

- a. If the Bidder is an Individual doing business under a name other than his own name, the Proposal must so state, giving the address of the Individual.
- b. If the Bidder is a Partnership, the Proposal must so state, setting forth the names and addresses of all Partners, and must be signed by a Partner so designated as such.
- c. If the Bidder is a Corporation, the Proposal must be signed by a duly authorized officer or agent of such Corporation.

SECTION 17 : CONTRACT AND INSURANCE AFFIRMATION

The person named below represents that he has reviewed the Trade Contract Agreement issued as part of the bidding documents agrees that if selected for award by Gilbane will execute the Trade Contract Agreement without exceptions exclusions qualifications clarifications and/or alterations and is authorized to make such representation on behalf of the Bidder.

YES

*

Name
John Arsena

Title
VP

The person named below represents that he has reviewed the insurance requirements in Article 6 of the Trade Contract Agreement has included all costs to fully comply with same and is authorized to make this representation on behalf of the Bidder.

YES

*

Name
John Arsena

Title
VP

SECTION 18 : BIDDER CLARIFICATIONS

YES

*

SECTION 19 : BIDDER ATTACHMENTS (OPTIONAL)

One document may be attached here.



remove - [Hough library Clarifications.pdf](#)

One document may be attached here.

One document may be attached here.
