

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
AMERICAN NATIONAL RENOVATIONS LLC
AND THE CITY OF ANN ARBOR FOR
ROOFING REPAIR AND REPLACEMENT SERVICES**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and AMERICAN NATIONAL RENOVATIONS LLC, a(n) Michigan limited liability company, 26475 N. Dixboro Road, South Lyon, Michigan 48178 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Administration / Sustainability and Innovations**.

Contract Administrator means Missy Stults, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Project means Bryant Neighborhood Decarbonization Project.

Services means Roofing Repair and Replacement Services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall

also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$300,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were

made by Contractor, Contractor's subcontractor, or anyone employed by Contractor or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. **WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the

compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.

- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to Contractor:

American National Renovations LLC
ATTN: Danny Bailo
26475 N. Dixboro Road
South Lyon, Michigan 48178

If notice is sent to the City:

City of Ann Arbor
ATTN: Missy Stults
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any

action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement,

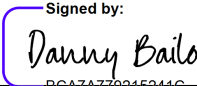
regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

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**AMERICAN NATIONAL
RENOVATIONS LLC**

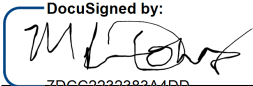
By:  Signed by:
BCA7A779215241C...

Name: Danny Bailo

Title: Co-Owner

Date: 6/11/2026

CITY OF ANN ARBOR

By:  DocuSigned by:
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Name: Milton Dohoney Jr.

Title: City Administrator

Date: 6/11/2026

By:  DocuSigned by:
627306898F804DD...

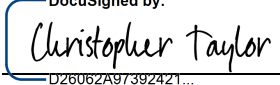
Name: Atleen Kaur

Title: City Attorney

Date: 6/11/2026

(Signatures continue on following page)

CITY OF ANN ARBOR

By: DocuSigned by:

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Name: christopher Taylor

Title: Mayor

Date: 6/12/2026

By: DocuSigned by:

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Name: Jacqueline Beaudry

Title: City Clerk

Date: 6/12/2026

SECTION II - SCOPE OF SERVICES

1. Background

In June of 2020, Ann Arbor adopted one of the nation's most aggressive climate plans – A²ZERO. One of the core tenants of the A²ZERO plan is finding ways to equitably address the climate crisis. Given the importance of equity, the Ann Arbor Office of Sustainability and Innovations, the creator and caretaker for the A²ZERO plan, reached out to colleagues at Community Action Network (CAN) to initiate discussions about what it would look like to center climate activities with and in deep coordination with traditionally underrepresented residents. CAN recommended reaching out to residents of the Bryant Neighborhood (Bryant) to explore what their needs, desires, and opportunities were as it related to equitable climate action.

Fast forward six years and the City, CAN, and the residents of Bryant are working collaboratively to design and implement solutions that will allow Bryant to become the nation's first carbon neutral existing neighborhood. This work is supported by numerous grants, including one secured from the Michigan Public Service Commission (MPSC) to support energy efficiency, health and safety improvements, beneficial electrification, and renewable energy adoption in Bryant. This includes work to update roofs – with funding for this work coming from the successfully secured MPSC grant.

Specifically, the MPSC grant supports activities that will lower barriers to access for low-income households looking to embrace clean energy, beneficial electrification, and energy waste reduction solutions. It also works with labor and local businesses to grow the green job industry and recruit more underrepresented constituents into the local green workforce. And the entire project, from conception through implementation and evaluation, is done in tandem with residents, giving them power, voice, and decision-making authority of what to do and when, to make the Bryant Neighborhood in Ann Arbor the nation's first carbon neutral existing neighborhood.

To fulfill this vision, the City's OSI is seeking proposals for roof repair and replacement services that will be performed at single family homes in the Bryant Neighborhood of Ann Arbor. The City anticipates a total of 40-60 roofs needing replacement between grant initiative and August 1, 2026.

Firms wishing to perform work for this RFP must provide their own equipment, tools, and materials to successfully complete the work of their trade. The City is not responsible for any costs associated with the proposer's personal equipment needed to perform work under this RFP.

2. Objective

The City of Ann Arbor's Office of Sustainability and Innovations is seeking proposals for qualified firms to undertake roof repair and replacement work as part of the City's efforts to decarbonize the Bryant neighborhood. All work awarded under this RFP must be completed by August 1, 2026. It is estimated a total of 40-60 roofs will need repair or replacement during this period. As such, the City anticipates making multiple awards

under this RFP. Firms interested in bidding must confirm they can perform work within the required timeframe to be eligible for consideration.

3. Description of Work

The following represents the anticipated work a successful bidder will be responsible for performing. Sites in Bryant eligible for this work will be identified by the City. Once confirmed as eligible, the City will then alert the successful roof repair/replacement vendor to undertake the relevant following scope of work:

- **Roof replacement:** A roof replacement should be performed on assigned homes with roofs determined to have less than 10 years of life remaining. Roof replacement work may include, but is not limited to, the removal of existing roofs; replacement of step flashing and counter flashing; repair and replacement of damaged sheathing, dimensional shingles, felt, drip edging, chimney flashing, metal or masonry, including all roofing areas; replacement of rolled roofing material; repair and replacement of chimney and pipe boots; installation of ice and water seal underlayment, insulation and rafter vents. If no roof vents exist, new roof vents shall be installed for proper ventilation per local code requirements.
- **Roof repair:** When a full roof replacement is not needed, repair work may include, but is not limited to, partial replacement/repair of damaged shingles, sheathing, underlayment, flashing and decking to ensure roofs are watertight and able to support solar installations without a replacement needed for 10+ years.
- **Clean up and site conditions:** All scraps and debris shall be removed from the job site at the end of each workday. Entire job and work areas shall be kept neat as reasonably possible at all times while work is underway. Clean up includes the use of a roller magnet to assure all nails are removed from walks, drives, and lawns. Any gutters or downspouts damaged by the Contractor during any portion of this work shall be replaced with new at the Contractor's expense. All gutters are to be cleaned out during the clean-up process.

4. Work Flow

The following represents the workflow that successful proposers will be expected to undertake:

- Following receipt of a project work order from the City or its designee, the Contractor shall contact the resident to schedule a site visit. This must be completed within 5 days of work assignment.
- At the job site the Contractor shall evaluate the work to be completed and discuss the work with the resident.
- The Contractor is responsible for taking any measurements as needed and compiling any requisite documentation.
- Based on the site visit, the Contractor will submit an estimate and scope of work for that particular home to the City's project manager for review and approval.

- After the estimate and scope is approved, the Contractor shall complete the work called for in the work order, notifying the City's designated project manager upon completion. Any work that cannot be completed needs to be discussed and approved by the project manager prior to moving forward with the job.
- The Contractor shall pull permits as necessary with the appropriate jurisdiction.
- The Contractor shall provide submission of invoices and related necessary documentation.
- If resident refuses any work, do not move forward with any work to the home prior to speaking with the City's designated project manager.
- At a minimum, the Contractor shall communicate weekly with the City's project manager to review project progress, challenges, and any necessary modifications.
- Throughout this process, the Contractor will regularly submit all payroll verification reports, as required.

5. Designation of Work

The amount of work assigned to the Contractor will be determined through negotiations between the City and the successful Bidder. The amount of work assigned will be partly determined by the Bidder's ability to produce quality work in a timely manner. The City intends to issue contracts only to those Bidders willing and able to perform the services as outlined in this RFP. All things being equal the City will assign project assignments to approved Bidders in a rotating fashion in a manner designed to equally distribute the work under this contract. As such, the City intends to award more than one contract through this RFP.

Non-price criteria for consideration in job award process may include any or all of the following:

A. *Work Capacity*

- a. The Contractor must be able to complete the work within the time specified. For single unit jobs, the Contractor will have 30 calendar days* from the time of the preliminary award notice to complete the work so that it is ready for final inspection and approval.
- b. *Note: There may be extenuating circumstances that result in job completion delay. If these cases, the Contractor must have written permission from the City's project manager to exceed the 30-day time frame.

B. *Financial Capacity*

- a. The City will monitor the dollar amount of work outstanding at any given time with each Contractor. The City will not issue a Contractor additional work beyond its financial capacity, until some work currently outstanding is completed, inspected, and paid.

C. *Inspection Passage Rate*

- a. The City will track each Contractor's rate of passing final inspections of jobs completed over the preceding 2-month period.

- b. If the Contractor has an inspection rate passage below 90% for jobs completed over the preceding 2-month period, the City may award more jobs to contractors that are over the 90% passage rate.

D. *Job Completion Timeliness*

- a. The City tracks each Contractor's record of completing jobs over the preceding 2 months within the timeline specified at the time of the award.
- b. If the Contractor has not completed at least 90% of jobs awarded within the previous 2 months within the timeline specified, the City may award the job to another contractor.

E. *Refusal of Work*

- a. When a Contractor is preliminarily awarded a job, they have the right to refuse the work. However, the City assumes that the reason for refusal is that the Contractor does not have the capacity to complete the work within the required timeframe.
- b. If a Contractor refuses one job, the City may assume that the Contractor does not have the capacity and may choose not to offer the next job to that Contractor.

6. Time Period for Scheduling Work

General Contractor Scheduling

- o The Contractor shall contact the resident and try to schedule a site visit within 5 days of receipt of job assignment. The work shall be completed within 30 days of job assignment. Resident or other factors which delay job completion shall be brought to the City's attention. Any additional or corrective work needs to be completed within 5 days of notification
- All Other Scheduling
- o The Contractor shall contact the resident and try to schedule a site visit within 5 days of receipt of job assignment. The work shall be completed within 30 days of job assignment. Resident or other factors which delay job completion shall be brought to the City's attention. Any additional or corrective work needs to be completed within 5 days of notification

7. Compensation

Successful bidders to this RFP will be compensated on a per-approved-scope basis, with total compensation not to exceed the total authorized.

The pricing provided for this RFP shall be firm for two (2) years. Any Proposal which does not conform fully to these instructions, or the detailed specifications may be rejected. In extenuating circumstances, the City may be open to renegotiating pricing, but this will be at the City's sole discretion.

8. Requirements

- Bidders wishing to perform work under this RFP must hold a Builders License. **Proposers must include a copy of their license(s) with submission of responses to this RFP.**
- All insurance requirements outlined in this RFP must be met at time of contract signing.
- Proposers must furnish all of their own equipment, tools, and materials to successfully complete the work of their trade. The City is not responsible for any costs associated with the proposer's personal equipment needed to perform services under this RFP.

9. Terms of Award

The City anticipates making multiple awards under this RFP. All awards shall be good for a period of two (2) years. All pricing provided by this RFP shall be firm for two (2) years.

Fee Proposal for RFP #26-16

Per the RFP and Addendum assumptions (e.g., 1,500 sq ft single-story gable roof, full tear-off, 7/16 OSB decking with underlayment, architectural shingle with solar-viable warranty), we provide per-square pricing (1 square = 100 sq ft) for transparency. Site-specific quotes will be submitted post-site visit for approval, aligned with these rates. All fees are all-inclusive (labor, materials, overhead, markup, dump fees, etc.).

To qualify for the OC Solar Warranty program, specific underlayment products are required, OC brand products must be used and to register the warranty an additional fee needs to be paid to Owens Corning. The underlayment we will install on all roof slopes where solar panels will be installed is Titanium PSU30. If the roof will be registered for the warranty program we will install all OC brand underlayment and OC brand starter shingles to comply with all of the warranty requirements. In addition, once the roof is replaced, the solar installers must install the panels within 60 days and use the mounts specified by Owens Corning to meet warranty requirements. Using this specialty underlayment and OC brand products instead of generic manufacturers does increase the cost significantly. I have outlined pricing below based on different scenarios we may run into and common additional upcharges that are discovered once work has begun.

Pricing is based on squares of roofing used on the project which includes a waste factor. Standard waste factor is around 10% on a simple roof. The pricing below assumes that the waste factor has already been included. **Projects bids will have a waste factor added of about 10% to the roof measurements verified by our measurement software (Hover):**

- **Full Roof Replacement - No Decking Required SOLAR prep all slopes (Tear-off, OC underlayment, OC shingles, etc.):** \$700 per square For 1,500 sq ft (15 squares): \$10500
- **Full Roof Replacement - Full Redecking Required + SOLAR all slopes (Tear-off, new 7/16 OSB decking, OC underlayment, OC shingles, etc.):** \$950 per square. For 1,500 sq ft (15 squares): \$14250
- **Full Roof Replacement - No Decking Required + SOLAR 1/2 slopes (Tear-off, OC underlayment, OC shingles, etc.):** ½ \$550 per square / ½ \$700 per square. For 1500 sq ft (15 squares): \$9375
- **Full Roof Replacement - No Decking Required / NO SOLAR REQUIREMENTS (Tear-off, generic underlayment, OC shingles, etc.):** \$500 per square. For 1500 sq ft (15 squares): \$7500

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Prices DO NOT include costs payable to Owens Corning to register the warranty.

Estimated cost of around \$30 per square for each registration. Solar contractor must use approved mounts to qualify for the program. Cost is paid directly to Owens Corning.

Additional pricing

- Individual decking boards that are rotted and need replacement. We charge \$100 for each 4x8 board that is cut and installed.
- Adjusting ventilation – removing box vents, decking over the holes and installing ridge vent will be around \$300 for homes of this size, exact quotes can be provided on a case by case basis.
- Roof repairs – We will provide a free assessment of any roofs that only need repairs and not replacements. We can provide quotes for any repairs or partial projects at that time.

Key Personnel

- Danny Bailo – President – Overall project management – I will handle all customer communication up front and prepare the project for production. I will do the onsite visits ahead of time, collect measurements, color selections and provide firm quotes for each project and create the work orders for the production teams.
- James Kern – COO – Overall project management – James will assist production teams on-site as needed. He will review material orders and assist in scheduling labor crews and dealing with any administrative tasks during the roof replacements.
- Pat McGrath – Project Manager – Site management – Pat will be on-site to handle any immediate needs of the crew, customer or city staff. He will document the entire project and assist the crews as needed to keep the work moving along
- Armondo Medina – Apache Construction – Subcontractor labor crews – Armondo will provide and schedule the labor crews and assist on-site as needed.