

ORDINANCE NO. 23-166

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$250,000.00 TO THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO, IN RELATION TO THE PROPERTY LOCATED AT 114 W. ADAMS STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since November 5, 1895, The Library Association of Sandusky, Ohio, has been providing free library services to all residents of Erie County and the 62,000 square foot building at 114 West Adams Street is on the National Register of Historic Places and is one of the earliest Carnegie libraries in the State of Ohio; and

WHEREAS, in March 2021, the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319] was signed into law, which amended the Social Security Act by adding the provision for Coronavirus Local Fiscal Recovery Funds (ARPA Funds), and the City of Sandusky received ARPA Funds to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease; and

WHEREAS, the Library Association of Sandusky, Ohio has recently decided to upgrade its facilities, which includes exterior maintenance to the roof; and

WHEREAS, the City of Sandusky desires to respond to the Coronavirus health emergency by providing financial assistance to the Library through a grant of ARPA Funds so that the City can support the preservation of a downtown structure that is open and free for public use; and

WHEREAS, the total project cost for the upgrades to the Library Association of Sandusky, Ohio's building is approximately \$2.6 Million; and

WHEREAS, it is the recommendation of City Staff to support the improvements at the library facility with \$250,000.00 in grant funds to The Library Association of Sandusky, Ohio, and the grant will be paid with American Rescue Plan Act (ARPA) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

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Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with The Library Association of Sandusky, Ohio, for financial assistance for the purpose of supporting the preservation of a downtown structure that is open and free for public use, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to The Library Association of Sandusky, Ohio, in an amount **not to exceed** Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) from the American Rescue Plan Act (ARPA) Funds of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: August 14, 2023

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation (the "**City**"), and THE LIBRARY ASSOCIATION, OF SANDUSKY, OHIO, an Ohio non-profit corporation with a mailing address of 114 West Adams Street, Sandusky, Ohio 44870 (the "**Grantee**"). The City and the Grantee are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, the City is directing the use of federal stimulus it has received and will receive from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods under this Agreement, pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the "**Fund**"); and,

WHEREAS, under the ARPA's Fund methodology, the City was allocated approximately \$18,091,098 (the "**Fund Payment**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that the Fund Payment may only be used by the City to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Criteria**"); and,

WHEREAS, the City seeks to respond to the public health emergency under the Criteria by providing financial assistance to Grantee (the "**Services**"), which all determinations as to the eligible use of funds hereunder are at the sole discretion of the City, pursuant to certain advice it has received from its legal counsel; and,

WHEREAS, The Library Association, of Sandusky, Ohio, has proposed the means of accomplishing such Services at a budgeted cost of approximately Two Million Six Hundred Thousand Dollars and 00/100 (\$2,600,000.00) as set forth in writing (the "**Project Contract**"), attached hereto and incorporated herein as **EXHIBIT A**; and,

WHEREAS, the Parties acknowledge the Grantee's Services under this Agreement are eligible for use by the City of its Fund Payment, to wit: government services, pursuant to 31 CFR 35.6(d) (the "**Eligible Use of Fund Payment**"); and,

WHEREAS, the City, by and through its legal counsel, has reviewed The Library Association, of Sandusky, Ohio's Project Contract in relation to U.S. Treasury guidance

concerning ARPA, the Fund, the Fund Payment, and the Criteria, and has determined the Eligible Use of Fund Payment is an allowable expenditure of the City's federal stimulus allocation; and,

WHEREAS, the City and Grantee desire to enter into this Agreement for the City's provision of Services to Grantee, all in accordance with federal and Ohio law, and the terms and conditions of this Agreement; and,

WHEREAS, pursuant to Ordinance No. [] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on [] (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City to grant funds to financially support the Project Contract; and,

WHEREAS, the Grantee has the requisite personnel, facilities, and equipment available to execute the Project Contract.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Grantee funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Grant**") for use by the Grantee exclusively for the Project Contract. The grant shall be disbursed in one lump sum within [] days of the Effective Date of this Agreement by check placed in the U.S. regular mail to the notice address provided in Section 6 below. This Grant will not increase if the Grantee chooses to make additional improvements not contemplated in the Project Contract. The City reserves the right to make adjustments to the awarded grant amount for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Grantee agrees to display a sign during construction of the Project Contract noting the City's support.

The Grantee shall notify the City promptly following the completion of the Project Contract consistent with this Section and provide the City with any documents it reasonably requests related to Project Contract costs and construction. The City shall then promptly review those documents and inspect the site and let the Grantee know if it has satisfied the conditions set forth in this section and, if not, describe what is found to be deficient.

The term of this Agreement shall commence on the Effective Date and continue through December 31, 2024, unless otherwise terminated earlier as provided below (the "**Term**").

The Grantee has no authority to enter into contracts or agreements on behalf of the City. The City may, at its discretion, provide the Grantee with direction as to the Services provided hereunder, but the Grantee is solely responsible for properly receiving and making use of the Services.

The City and the Grantee agree that they may amend, in writing, from time to time, the Services provided hereunder. The Parties acknowledge and agree the Services to be provided under this Agreement are not in the nature of legal or accounting services.

Section 2. Use of Funds. The Grantee will use the Grant to complete the Project Contract. The Grantee shall use the Grant solely in connection with eligible expenses incurred under the Project Contract. By accepting the Grant herein provided, the Grantee agrees to meet the terms of this Agreement. All improvements must be made in accordance with any approvals for the Project Contract and permits and inspections as may be required by the City.

The Parties acknowledge and agree that portions of the construction of the Project Contract may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those portions of the Project Contract shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Project Contract, which wages shall be determined in accordance with the requirements of that Chapter 4115.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Grantee has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission's Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Grantee is not in substantial compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Grantee pursuant to Section 5 demanding substantial compliance therewith. If the Grantee fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Grantee is not in compliance with the terms of the Grant, then the City shall provide written notice to the Grantee, addressed to and sent via the notice provisions of Section 6 below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Grantee to be out of substantial compliance. The Grantee shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager
Attn: Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) If to the Grantee:

Library Association, of Sandusky, Ohio
114 West Adams Street
Sandusky, Ohio 44870
Attention: Fiscal Officer

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications are to be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement are effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement is to be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement is liable personally under this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement is neither binding upon nor inures to the benefit of the Grantee's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement is not to be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Grantee and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which is to be regarded as an original and all of which constitutes but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity does not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which are to be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof does not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof is deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement is to be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Grantee, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Grantee shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the reasonable opinion of the City to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the City and the Grantee have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

THE LIBRARY ASSOCIATION, OF SANDUSKY, OHIO:

By _____
[], []

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, Interim City Manager

Approved as to Form:

By: _____
Justin Harris, Interim Law Director

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Michele Reeder, Finance Director of the City of Sandusky, hereby certify that the moneys required to meet the obligations of the City during the year 2023 under the foregoing Agreement have been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certification is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Amount - \$250,000.00

Michelle Reeder, Finance Director

Date

EXHIBIT A

Grantee's Project Contract

[See Attached]

EXHIBIT "1"

HBM ARCHITECTS, LLC

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 3

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work shown in Bulletins 1 and 2, as well as scope describe in Forest Historical and Specialty Roofing Estimate dated on 12/09/2022 and price breakdown, undated.

TOTAL CHANGE ORDER \$658,532.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$107,076.00

The Contract Sum prior to this Change Order was \$1,904,629.00

The Contract Sum will be increased by this Change Order in the amount of \$658,532.00

The new Contract Sum including this Change Order will be \$2,563,161.00

The Contract Time will be increased by (156) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects
ARCHITECT

Coon Restoration & Sealants, Inc.
CONTRACTOR

Sandusky Public Library
OWNER

1382 West Ninth Street
ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259
ADDRESS

114 W. Adams St.
ADDRESS

Cleveland, Ohio 44113
CITY, STATE ZIP

Louisville, Ohio 44641
CITY, STATE ZIP

Sandusky, Ohio 44870
CITY, STATE ZIP

BY

BY

BY

DATE

DATE

DATE

CONFORMS TO AIA DOCUMENT G701, 1987 EDITION

HBM ARCHITECTS, LLC CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 4

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work to be done per Greg Frost's Report on 11/09/2022 and Coon's email on 12/13/2022.

TOTAL CHANGE ORDER \$30,905.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$765,608.00

The Contract Sum prior to this Change Order was \$2,563,161.00

The Contract Sum will be increased by this Change Order in the amount of \$30,905.00

The new Contract Sum including this Change Order will be \$2,594,066.00

The Contract Time will be increased by (0) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects

ARCHITECT

Coon Restoration & Sealants, Inc.

CONTRACTOR

Sandusky Public Library

OWNER

1382 West Ninth Street

ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259

ADDRESS

114 W. Adams St.

ADDRESS

Cleveland, Ohio 44113

CITY, STATE ZIP

Louisville, Ohio 44641

CITY, STATE ZIP

Sandusky, Ohio 44870

CITY, STATE ZIP

BY

BY

BY

DATE CONFORMS TO AIA DOCUMENT G701, 1987 EDITION DATE

DATE

HBM ARCHITECTS, LLC

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 3

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work shown in Bulletins 1 and 2, as well as scope describe in Forest Historical and Specialty Roofing Estimate dated on 12/09/2022 and price breakdown, undated.

TOTAL CHANGE ORDER \$658,532.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$107,076.00

The Contract Sum prior to this Change Order was \$1,904,629.00

The Contract Sum will be increased by this Change Order in the amount of \$658,532.00

The new Contract Sum including this Change Order will be \$2,563,161.00

The Contract Time will be increased by (156) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects
ARCHITECT

Coon Restoration & Sealants, Inc.
CONTRACTOR

Sandusky Public Library
OWNER

1382 West Ninth Street
ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259
ADDRESS

114 W. Adams St.
ADDRESS

Cleveland, Ohio 44113
CITY, STATE ZIP

Louisville, Ohio 44641
CITY, STATE ZIP

Sandusky, Ohio 44870
CITY, STATE ZIP

BY

BY

BY

DATE

DATE

DATE

CONFORMS TO AIA DOCUMENT G701, 1987 EDITION



COON RESTORATION & SEALANTS, INC.

7349 Ravenna Avenue NE P.O. • Box 259 • Louisville, Ohio 44641-0259

Office: (330) 875-2100 • Fax: (330) 875-1721

Website: www.coonrestoration.com

Email: info@coonrestoration.com

CHANGE ORDER

DATE: February 1, 2023
TO: HBM
ATTENTION: Kevin Kennedy
PROJECT: Sandusky Library & Follet House

- Roof work per drawings and bulletins
- \$838,855 Forest
- \$31,800 Scaffolding
- \$870,655 *Subtotal*
- \$43,538 Coon Mark up /GC's @ 5%
- \$914,193 *Subtotal*
- -\$268,573 Work Not Performed
- \$645,620 *Subtotal*
- **\$12,912** **Bond @ 2%**
- \$658,532 **TOTAL Change Order Cost**

Thanks
Matt Sibila

ESTIMATE

Prepared For



Sandusky Carnegie Library/ Coon Restoration
(Bulletin 1 and 2)
114 W Adams St.
Sandusky , Ohio 44870
(330) 353-3129

Forest Historcial and Specialty Roofing

3301 E Royalton Rd
Broadview Hts, Ohio 44147
Phone: (440) 567-5452
Email: ttruelson@forest-roofing.com

Estimate # 73
Date 12/09/2022

Description

Cant Strips

Screws/Fasteners/ Rivots

Copper Sheet Metal

Lead flashings where designated

Caulk/Sealants

HT ice and water shield

LudoPro 70 Underlayment

20% tile reserve

Includes 1sq attic stock
Includes freight

200 sq ft roof decking
T&G (assumed width and thickness) - \$23.50 per sq ft

Dormer Hardi Siding Materials
Materials and profiles to match drawings and specs

Dormer Siding Paint and caulk

Drain Caps

Labor (PW rates)

Subtotal	\$838,805.42
<hr/>	
Total	\$838,805.42

Any additional work or materials not specially listed above are subject to additional change order charges of \$110 per man hour plus cost of materials. All change orders to be acknowledged approved by both parties prior to commencement of work.

All equipment for access to roof areas and staging tile for removal and reinstall to be supplied by Coon Restoration

1. Nature of Work. Forest Roofing LLC. ("Forest Roofing") shall furnish the labor and material to perform the Work described herein or in the referenced contract documents. Forest Roofing does not provide design, engineering, consulting or architectural services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Forest Roofing, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Forest Roofing is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Forest Roofing from what is specified. Forest Roofing is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Forest Roofing's roofing Work is installed.

2. Deck. Customer warrants that structures on which Forest Roofing is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Forest Roofing's commencement of roof installation indicates only that Forest Roofing has visually inspected the surface of the roof deck for visible defects. Forest Roofing is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Forest Roofing is not responsible to test or assess moisture content of the deck or substrate. Forest Roofing is not responsible for moisture on the deck or from the interior affecting the roofing materials.

3. Asbestos and Toxic Materials. The Contract Price and this Contract is based on Forest Roofing not coming into contact with asbestos-containing or toxic materials ("ACM"). Forest Roofing is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Forest Roofing shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Forest Roofing from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

4. Payment. Unless stated otherwise on the face of this Proposal/Contract, Customer shall pay the Contract Price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Forest Roofing by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project and any additional charges for changed or extra work completed during the preceding month. All sums not paid when due shall earn interest at the rate of 2% per month. Forest Roofing shall be entitled to recover from Customer all costs of collection incurred by Forest Roofing, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Forest Roofing's entitlement to payment is not dependent upon criteria

promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Forest Roofing when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Forest Roofing, at its discretion, to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period in which Forest Roofing shall perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price to be paid Forest Roofing shall be increased by the amount of Forest Roofing's reasonable costs of shut-down, delay and start-up.

6. Insurance. Forest Roofing shall carry workers' compensation, auto liability and commercial general liability insurance. Forest Roofing will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance sufficient to cover the total value of the entire Project on a replacement cost basis, including labor and materials furnished by Forest Roofing, covering fire, wind storm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed Work until the job is completed and accepted. Moneys owed to Forest Roofing shall not be withheld by reason of any damage or claim against Forest Roofing covered by liability, property or builder's risk insurance.

7. Additional Insured. If Customer requires and Forest Roofing agrees to make Customer or others additional insureds on Forest Roofing's liability insurance policy, Customer and Forest Roofing agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Forest Roofing and is not intended to make Forest Roofing's insurer liable for claims that are due to the fault of the additional insured.

8. Clean-up; Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Forest Roofing shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Forest Roofing harmless from claims of tenants who were not so notified and did not provide protection.

9. Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

10. Damages and Delays/Force Majeure. Forest Roofing is not responsible for damage to Forest Roofing's Work by others, including damage to temporary tie-ins, punctures, cuts and tears in the roof membrane or flashings made by others. Any repairing of the same by Forest Roofing will be charged as an extra on a time and materials basis, and Forest Roofing's time for performance shall be extended for a time sufficient to make such repairs. Forest Roofing shall not be responsible for loss, damage or delay caused by circumstances beyond Forest Roofing's control, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes,

jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment, changes in the Work and delays caused by others. If Forest Roofing is delayed in the commencement or prosecution of the Work for reasons beyond Forest Roofing's control, Forest Roofing shall be granted reasonable additional time and an equitable adjustment in the Contract Price if additional costs are incurred.

11. Roof Projections (new con or add on to project). Forest Roofing will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Forest Roofing. Penetrations not shown on the plans provided to Forest Roofing prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and Forest Roofing shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

12. Changes in the Work; Work Hours. Customer shall be entitled to submit a written request for Forest Roofing to perform extra or changed work not part of Forest Roofing's original Scope of Work and the total Contract Price and time shall be adjusted accordingly. Customer shall not give orders to Forest Roofing for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the Customer's representative was not authorized to order the change. This Proposal/Contract is based upon the performance of all Work during Forest Roofing's regular working hours. Extra charges will be made for overtime and all Work performed other than during Forest Roofing's regular working hours, if required by Customer.

13. Wind Loads or Uplift Pressures. Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Forest Roofing is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Forest Roofing's bid is based solely on manufacturer's printed test results. Forest Roofing itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

14. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

15. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Forest Roofing. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Forest Roofing harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions beyond the control of Forest Roofing. If there is an increase in these or other products between the date of this Proposal/Contract and the time when the Work is performed, the Contract Price may be increased to reflect the additional cost to Forest Roofing, upon submittal of written documentation and advance notice.

17. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Forest Roofing shall be valid unless previously authorized in writing by Forest Roofing and unless written notice is given to Forest Roofing within three (3)

days of the event, act or omission which is the basis of the backcharge or claim.

18. Roof Top Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where Forest Roofing will be working and that Customer will turn off any such power supplies to avoid an electrocution risk to Forest Roofing's employees. Customer will indemnify Forest Roofing from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury to Forest Roofing personnel or resulting from the presence of concealed electrical conduit and live electrical power. Forest Roofing is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof-located electronic equipment that emits or receives radio frequency waves while Forest Roofing is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Forest Roofing and its personnel harmless from any personal injury claims resulting from a failure by Customer to do so. Forest Roofing is not responsible for the safety of persons on the roof other than its own employees. Customer agrees to and shall indemnify and hold Forest Roofing harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer or its other contractors have allowed or authorized to be on the roof.

19. Conduit and Materials Attached to Deck. Forest Roofing's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Forest Roofing will be installing the new roof. Forest Roofing is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

20. Availability of Site. Forest Roofing shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary for Forest Roofing to perform the roofing work shall be performed by others or treated as an extra. Forest Roofing shall not be required to begin work until underlying areas are ready and acceptable to receive Forest Roofing's Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Forest Roofing to and from the job as a result of the job not being ready for the Work after Forest Roofing has been notified to proceed will be charged as an extra. Customer shall provide to Forest Roofing at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit Forest Roofing to use driveways and paved areas leading to or adjacent to the worksite for Forest Roofing's equipment without liability to Forest Roofing occasioned by such use. Customer shall supply to Forest Roofing at the worksite: water, power, site security, and clear access to work area.

21. Warranty. New roofing and re-roofing work will be warranted by Forest Roofing in accordance with its standard warranty, which is made a part of this Proposal/Contract and incorporated herein by reference. A facsimile of Forest Roofing's standard warranty is attached or, if not, will be furnished upon request. Forest Roofing SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this Proposal/Contract by the Customer signifies its agreement that this warranty shall be and is the exclusive remedy against Forest Roofing. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in

the materials furnished pursuant to this Contract, Customer shall have recourse only against the manufacturer of such material.

22. Existing Conditions. Forest Roofing is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Forest Roofing.

23. Mold. Forest Roofing and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Forest Roofing if Customer believes there are roof leaks. Upon receiving notice, Forest Roofing will make roof repairs in accordance with its standard warranty. Customer is responsible for monitoring any leak areas and for indoor air quality. Forest Roofing is not responsible for mold or indoor air quality. Customer shall hold harmless and indemnify Forest Roofing from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

24. Material References. Forest Roofing is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Oil-canning. Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Forest Roofing. The type of metal roofing or wall panels specified affect the degree of oil-canning. Forest Roofing is not responsible for oil-canning or aesthetics. Oil-canning is not grounds to withhold payment or reject panels of the type specified.

26. Dispute Resolution. If a dispute shall arise between Forest Roofing and Customer with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, Forest Roofing and Customer will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Forest Roofing alleging any breach of this Contract or negligence by Forest Roofing must be initiated no later than two (2) years after Forest Roofing performed the Work covered by this Contract. Collection matters may be processed through litigation or arbitration at the discretion of Forest Roofing.

Tom Truelson

Sandusky Carnegie Library/ Coon Restoration
(Bulletin 1 and 2)



FOREST HISTORICAL & SPECIALTY ROOFING
CLEVELAND, OHIO

114 W. Adams St.
Sandusky, Ohio 44870

Price Breakdown

1. Labor (Prevailing Wage Rates)
 - a. Roofer/Forman – 1400 man hours
 - b. Journeyman/Apprentice – 2800 man hours

Total labor cost: \$402,350.00

Project Manager Cost: \$36,676.00

Total Cost of onsite man labor: \$439,026.00

2. Materials/equipment
Includes attic stock, wood allowance, copper sheets and all copper accessories, underlayment, temp dry in materials, sealants, etc.
Equipment includes safety equipment/ set up, job site security for pedestrians, deliveries to roof, disposal/porta potty and Lull/telehandler on site as needed

Total Materials and Equipment: \$275,324.00

Total Projected Project Cost: \$714,350.00

Total Contract Price: \$838,855.00

Total Projected Project Profit: \$124,505.00 (15% GP)

The Drawings and Project Manual dated September 7, 2021 are modified or changed to the extent stated herein.

THIS DOCUMENT IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Drawings, Specifications, and / or Documents issued with this Bulletin shall be incorporated and become part of the Contract Documents ONLY when a Change Order or a Construction Change Directive is accepted by the Owner. If this modification to the Contract Documents does not affect the Contract Sum and / or Contract Time it shall be incorporated and become part of the Contract Documents immediately.

Drawings

- A. Add Sheet A3.01 in its entirety
- B. Add Sheet A3.02 in its entirety.

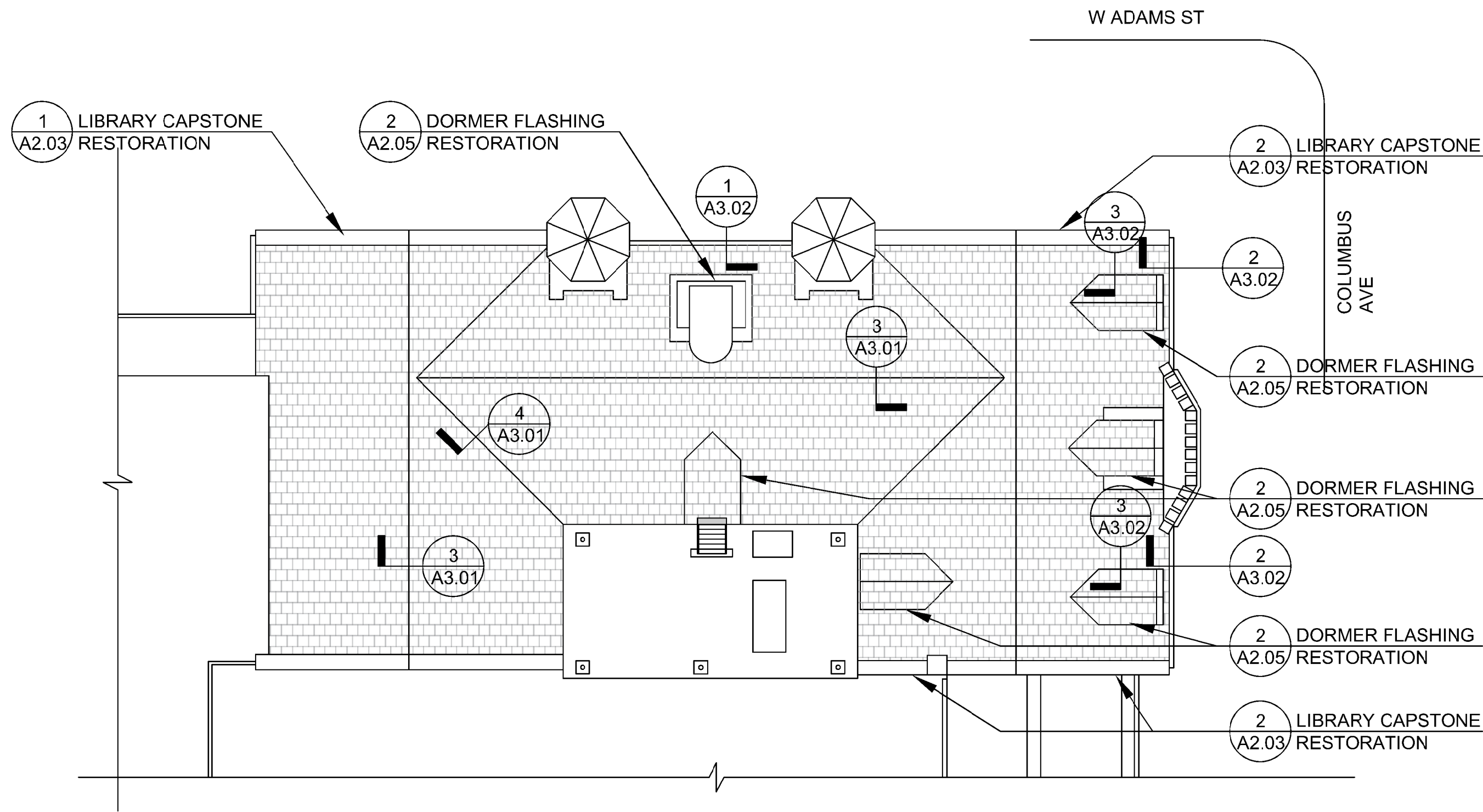
Specifications

- C. Add Section 073213 Clay Roof Tiles in its entirety.

Attachments:

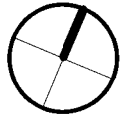
Drawings: A3.01, A3.02
Specification Section: 073213 Clay Roof Tiles

End of Bulletin No. 1

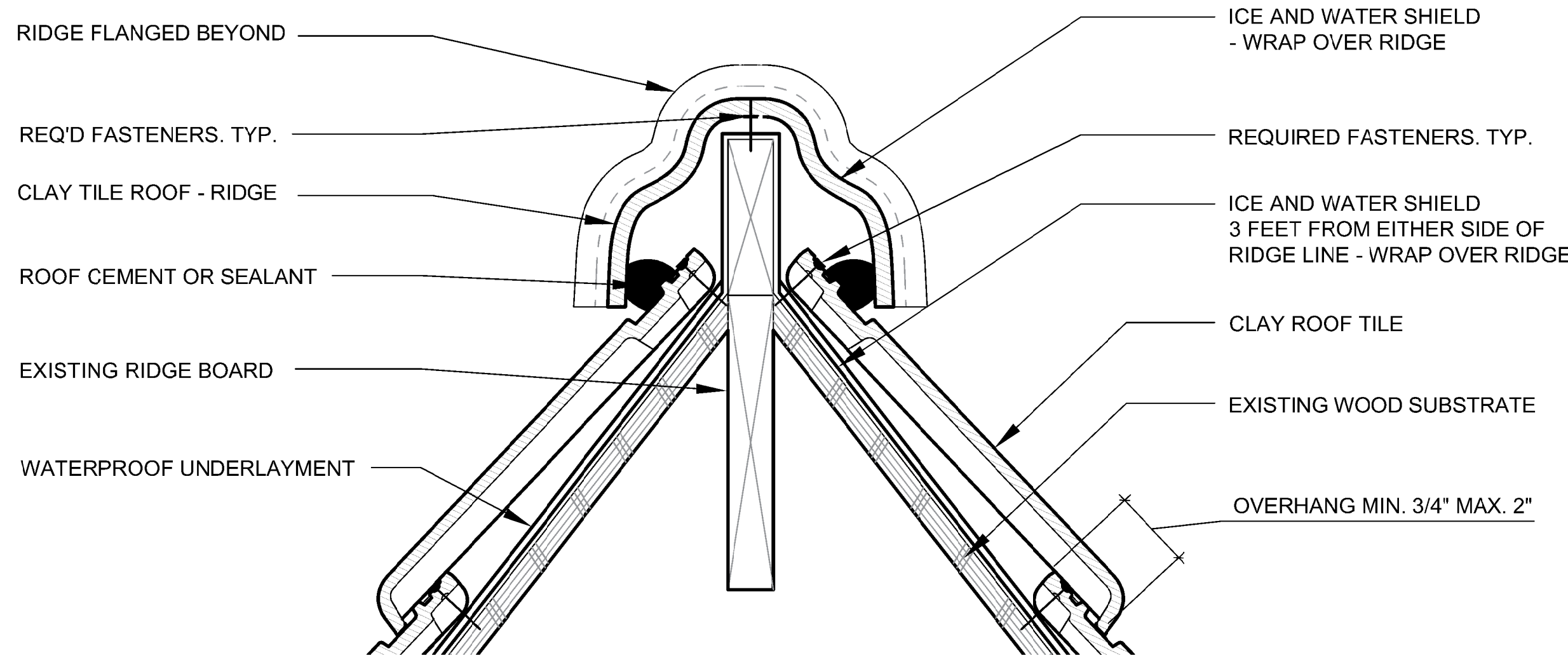


AREA OF SANDUSKY LIBRARY TO BE REROOFED.
REMOVE EXISTING CLAY ROOF TILES AND EXISTING FELT UNDERLAYMENT. INSPECT AND REPAIR ANY DAMAGED ROOF SUBSTRATE.
REMOVE ALL METAL EDGE, PERIMETER AND VALLEY FLASHING. INSTALL NEW WATERPROOF UNDERLAYME AND SHEET METAL FLASHING.
REINSTALL EXISTING CLAY ROOF TILES.

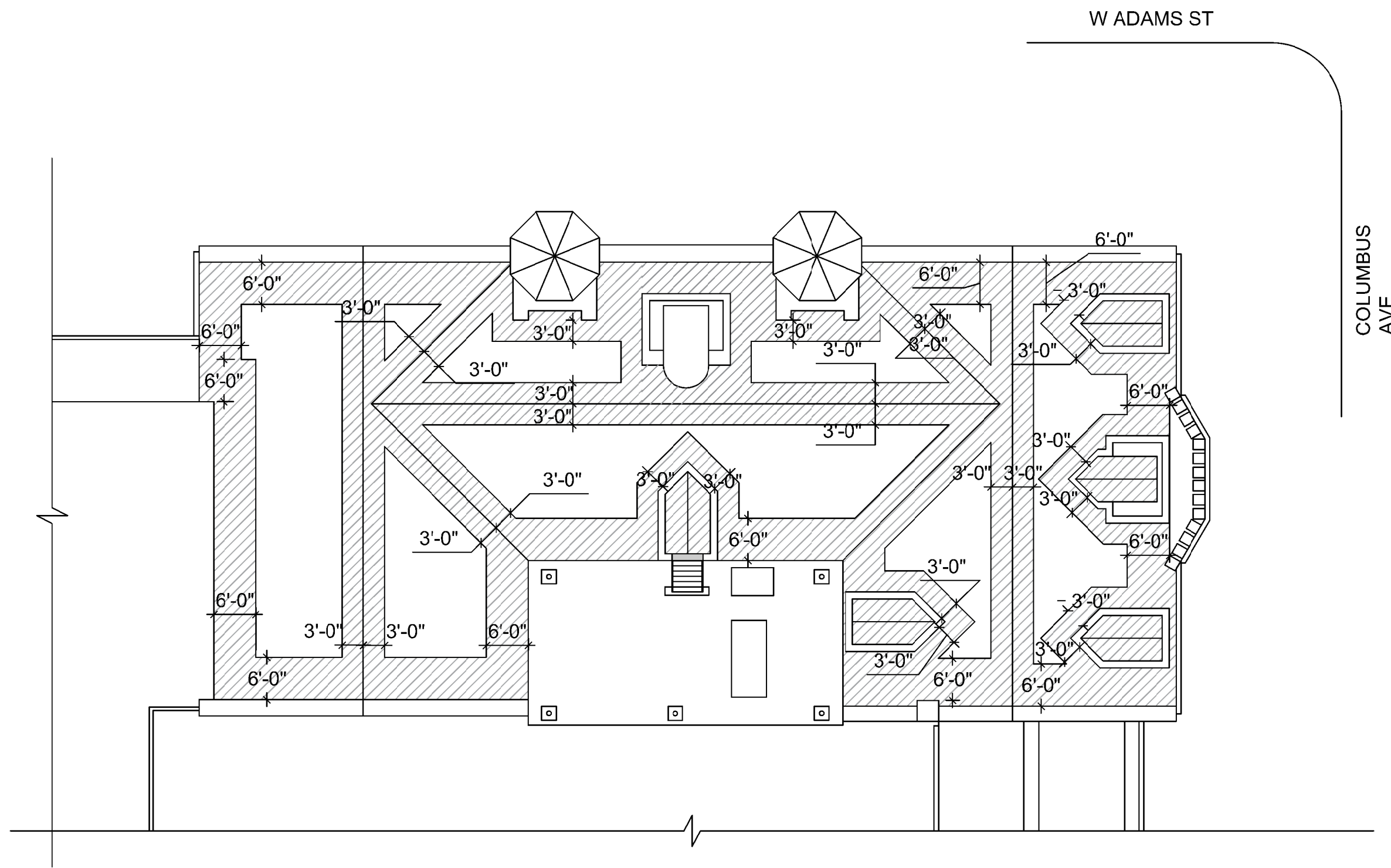
NORTH



1 ROOF PLAN
A3.01 SCALE: 1/16" = 1'-0"

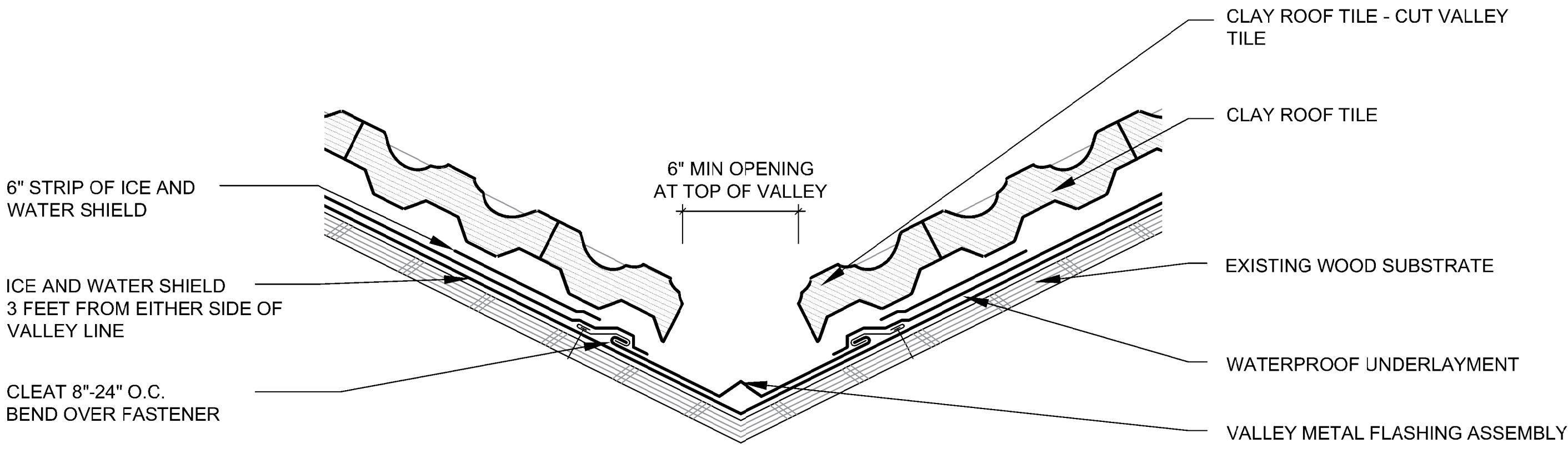


3 SECTION: TYPICAL RIDGE DETAIL
A3.01 SCALE: 3" = 1'-0"



AREAS OF ICE AND WATER SHIELD
6' FROM ALL EDGES, 3' BOTH DIRECTIONS ON RIDGES AND VALLEYS. INSTALL ICE AND WATER SHIELD UNDER NEW
WATERPROOF UNDERLAYMENT

2 ICE AND WATER SHIELD PLAN
A3.01 SCALE: 1/16" = 1'-0"



4 SECTION: TYPICAL VALLEY DETAIL
A3.01 SCALE: 3" = 1'-0"

AN EXTERIOR
MAINTENANCE PROJECT FOR
SANDUSKY LIBRARY
114 W ADAMS STREET
SANDUSKY, OHIO 44870

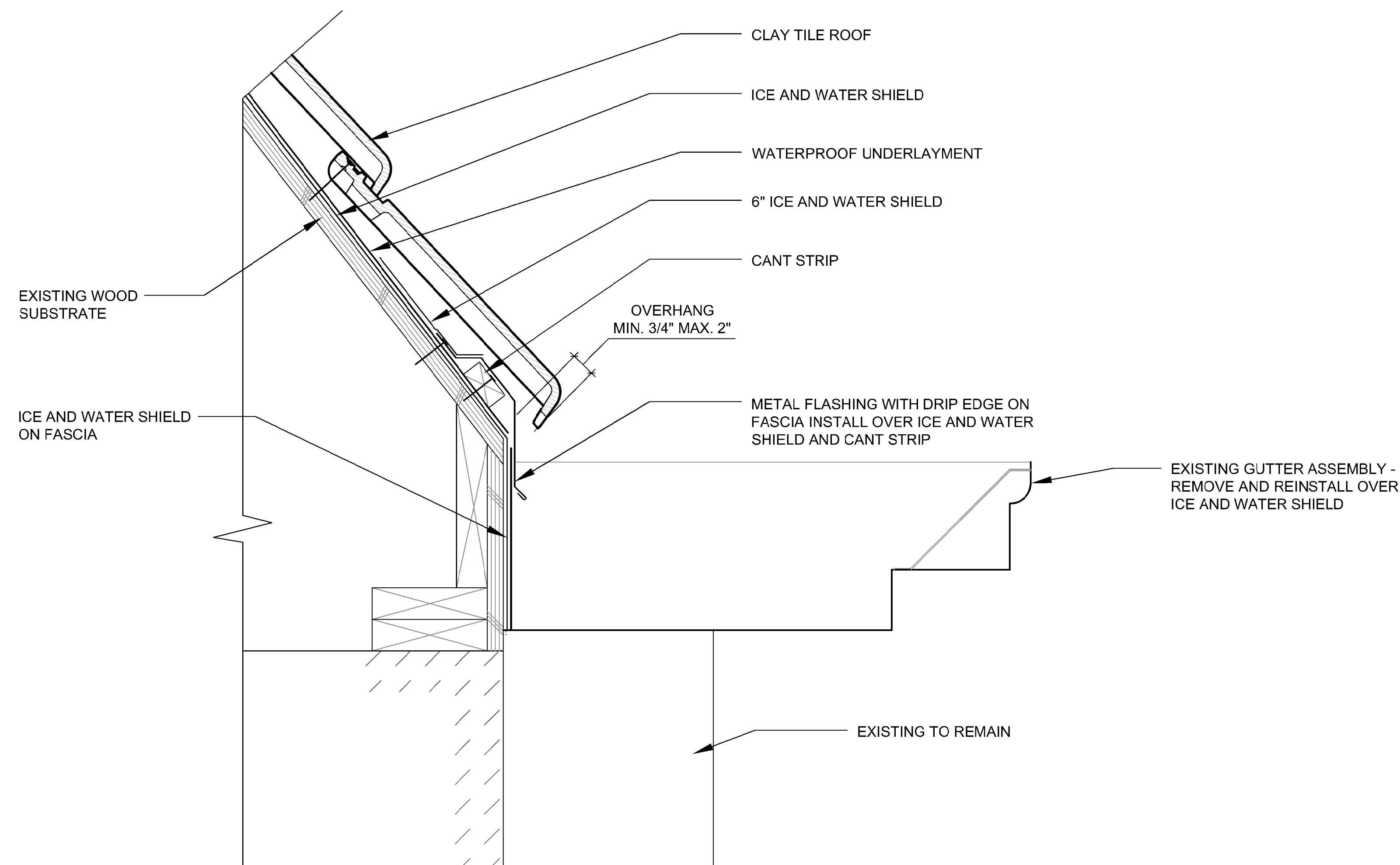
DATE:
NOVEMBER 28, 2022

PROJECT NO:
21007

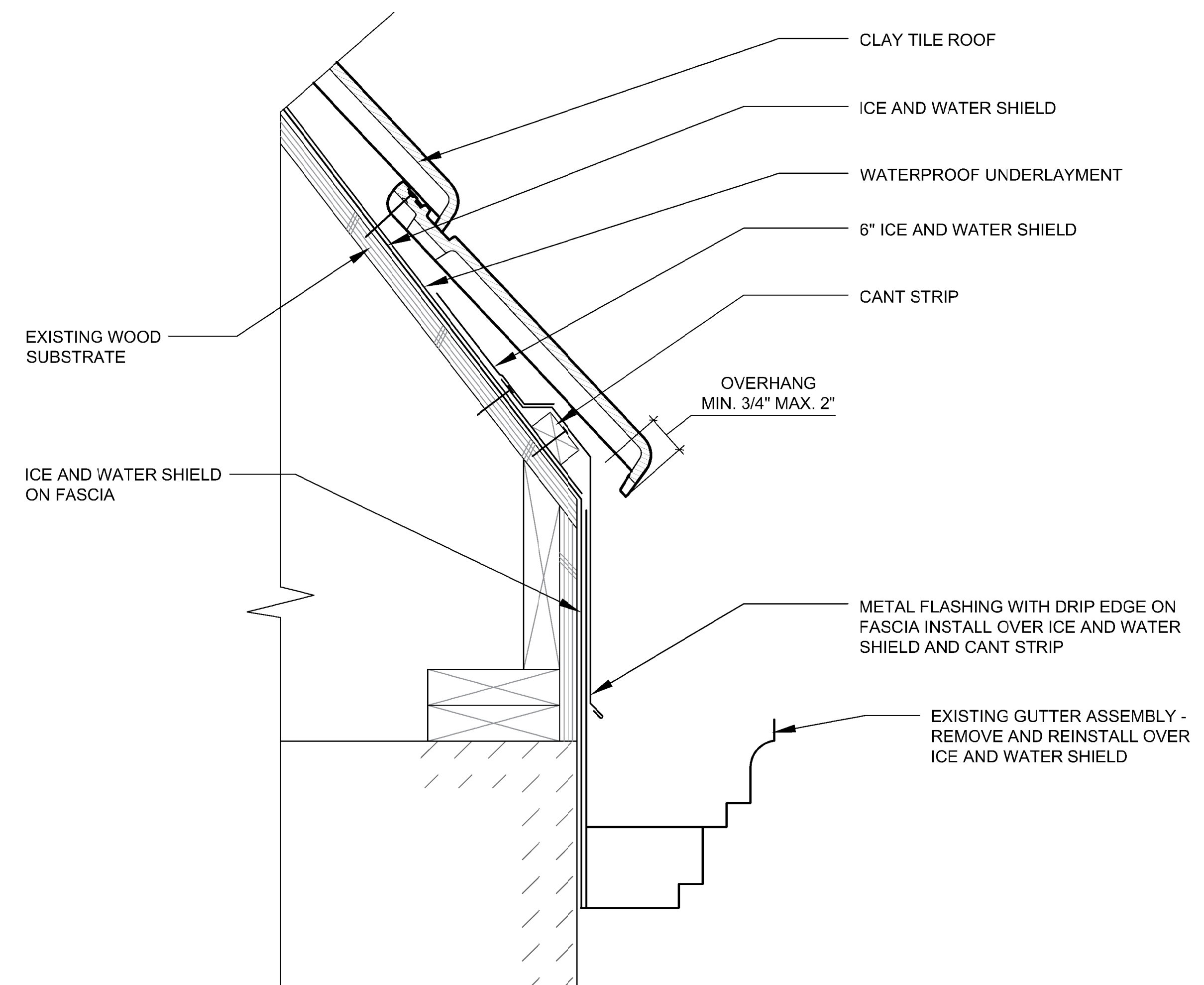
SCALE:
AS NOTED

**ROOF
DETAILS**

A3.01



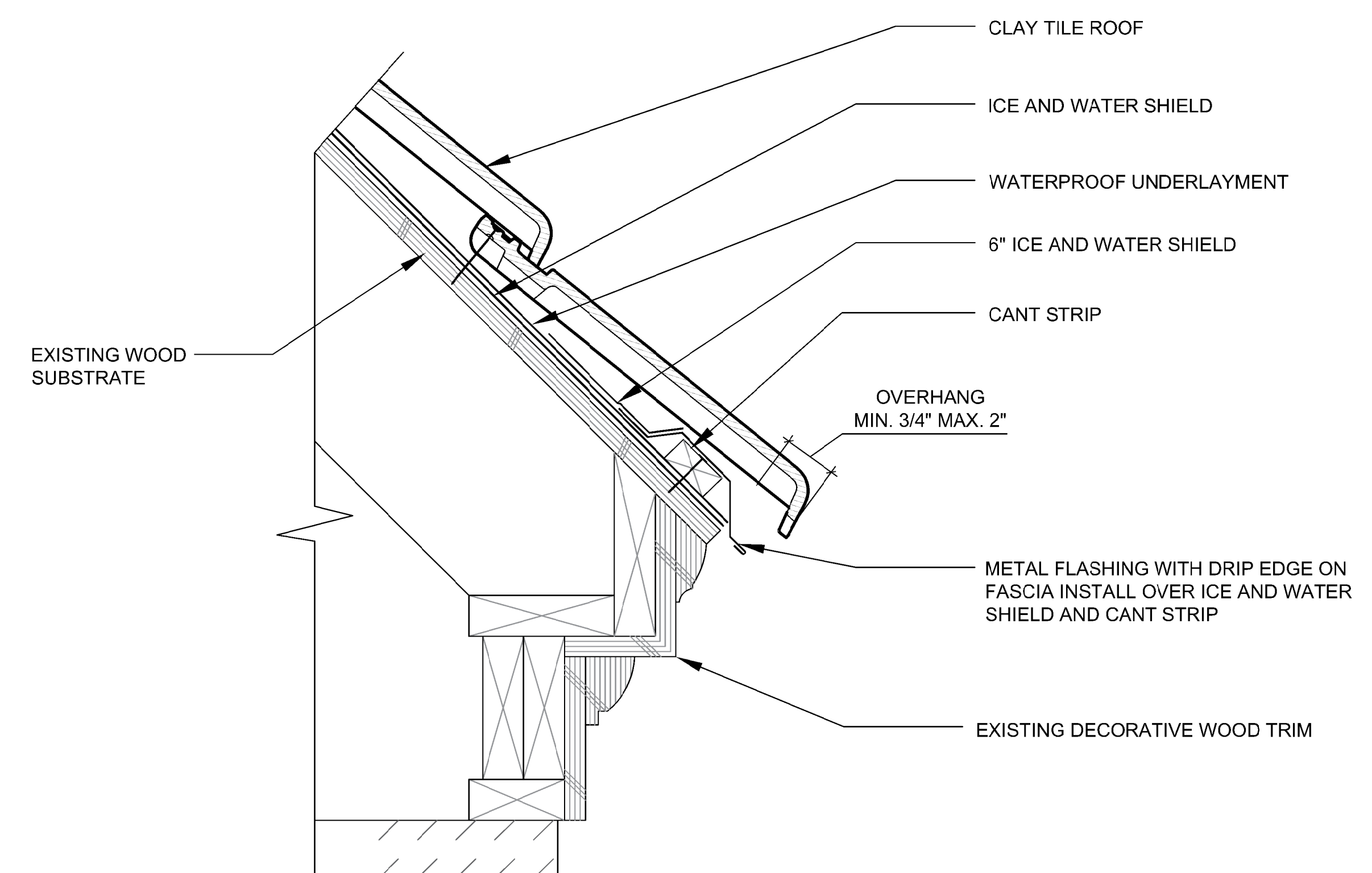
1 SECTION: NORTH GUTTER DETAIL - WEST ADAMS
A3.02 SCALE: 3" = 1'-0"



SECTION: EAST GUTTER DETAIL - COLUMBUS AVE
SCALE: 3" = 1'-0"

NOTES:

1. ALL WORK IS NEW U.N.O
2. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION WITH THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
3. ALL WORK TO MEET ALL REQUIREMENTS OF LUDOWICI INTERLOCKING TILE INSTALLATION MANUAL AND LUDOWICI INTERLOCKING TILE INSTALLATION MANUAL - LEGACY COLLECTION
4. USE UTMOST CARE WITH REMOVING EXISTING GUTTER ASSEMBLIES



3 SECTION: TYPICAL DORMER DETAIL
A3.02 SCALE: 3" = 1'-0"

AN EXTERIOR
MAINTENANCE PROJECT FOR
SANDUSKY LIBRARY
114 W ADAMS STREET
SANDUSKY, OHIO 44870

DATE:
NOVEMBER 28, 2022

PROJECT NO:
1007SCALE:
AS NOTED

ROOF DETAILS

A3.02

216.241.1100
382 West Ninth Street
Suite 300
Cleveland, Ohio 44113
www.HBMarchitects.com

SECTION 073213 - CLAY ROOF TILES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Clay roof tiles.
2. Underlayment materials.
3. Metal flashing and trim.

1.2 ALTERNATES

- A. ALTERNATE NO. 1: In lieu of removing and reinstalling the existing clay roof tiles, provide all new clay roof tiles.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 and glossary in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" for definitions of terms related to roofing Work in this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data:

1. Clay roof tiles.
2. Underlayment materials.
3. Metal flashing and trim.

- B. Shop Drawings: For metal flashing and trim.

- C. Samples: For each exposed product and for each color and texture specified, in sizes indicated.

1. Clay Roof Tiles: Full size, showing full range of color values and blends.
2. Accessory Tiles: Full size, each type.
3. Metal Flashing: 12 inches square.
4. Eave Closures: In manufacturer's standard size.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each type of clay roof tile, based on evaluation of comprehensive tests performed by a qualified testing agency.
- B. Sample Warranty: For manufacturer's materials warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Clay Roof Tiles: 100 sq. ft. of each type, in unbroken bundles.

1.9 MOCKUPS

- A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups for clay roof tiles including related roofing materials.
 - a. Size: 48 inches long by 48 inches wide.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store underlayment rolls in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
 - 1. Store on end, on pallets or other raised surfaces. Do not double-stack rolls.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.

- C. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.11 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.12 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace clay roof tiles that fail in materials within specified warranty period.
 - 1. Warranty Period: 50 years from date of Substantial Completion.
- B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of clay-tile roofing that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide clay roof tiles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.3 CLAY ROOF TILES

- A. Clay Roof Tiles: ASTM C1167, molded- or extruded-clay roof tile units of shape and configuration indicated, kiln fired, and free of surface imperfections. Provide with fastening holes prepunched at factory before firing.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Ludowici Roof Tiles.
2. Durability: Grade 1.
3. Low-Profile Shape: Type II, French interlocking.
 - a. Accessory Tiles: As necessary for a complete system installation.
4. Size: Match existing.
 - a. Provide clay roof tiles of diminishing widths for circular bays or round towers.
5. Finish and Texture: Match existing.
6. Color: Match existing.

2.4 UNDERLAYMENT MATERIALS

- A. Polymer-Modified Bitumen Sheet: Styrene-butadiene-styrene- (SBS) modified asphalt, glass-fiber-mat-reinforced sheet; minimum 83 mil nominal thickness; recommended in writing by manufacturer and acceptable to authorities having jurisdiction for use as underlayment in tile steep-slope roofing systems; and designed for mechanical fastening or adhesive attachment using roofing asphalt or cold-applied adhesive.
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Ludowici Roof Tiles: Ludowici Pro 70 Underlayment, mechanically attached.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied.
- C. Elastomeric Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant of class and use classifications required to seal joints in clay-tile roofing and remain watertight; recommended in writing by manufacturer for applications indicated.
- D. Eave Closure: Manufacturer's standard eave closure formed to shape of clay roof tiles.
- E. Wood Nailers: Comply with requirements for pressure-preservative-treated wood in Section 061000 "Rough Carpentry."

2.6 FASTENERS

- A. Roofing Screws: #10 Pancake Head stainless steel screws with #2 square drive, 2" length.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- B. Underlayment Nails: stainless steel head nails, 1-inch- minimum diameter.
- C. Nails for Wood Nailers: ASTM F1667; common or box, steel wire, flat head, and smooth shank.

2.7 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: Copper.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.
 - 1. Apron Flashings: Fabricate with lower flange extending a minimum of 6 inches over and 4 inches beyond each side of downslope tile roofing and 6 inches up the vertical surface.
 - 2. Step Flashings: Fabricate with a headlap of 4 inches and a minimum extension of 5 inches both horizontally and vertically.
 - 3. Channel Flashings: Fabricate with vertical surface extending a minimum of 5 inches above the clay roof tile and 6 inches beneath the tile roofing, with a 1-inch- high vertical return to form a runoff channel.
 - 4. Rake Pan Flashings: Fabricate with vertical surface extending over fasciae and 6 inches beneath the tile roofing, with a 1-inch- high vertical return to form a runoff channel.
 - 5. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope tile roofing, 6 inches beyond each side of chimney, and 6 inches above the roof plane.
 - 6. Counterflashings: Fabricate to cover 4 inches of base flashing measured vertically; and in lengths required so that no step exceeds 8 inches and overall length is no more than 10 feet.
 - a. Provide metal reglets or receivers for installation.
 - 7. Valley Flashings: Fabricate from metal sheet not less than 24 inches wide in lengths not exceeding 10 feet, with 1-inch- high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches.
 - a. Hem flange edges for fastening with metal cleats.
 - 8. Drip Edges: Fabricate in lengths not exceeding 10 feet, with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.

- C. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.
- D. Snow Guards: Match existing type in copper. Provide and install where currently installed.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through roofing.
 - 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF CLAY ROOF TILES

- A. Install clay roof tiles in accordance with manufacturer's written instructions and recommendations in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" unless more stringent requirements are specified in this Section or indicated on Drawings.
 - 1. Install to resist wind forces resulting from design wind speeds indicated on Drawings.
 - 2. Maintain uniform exposure and coursing of clay roof tiles throughout roof.
 - 3. Extend tiles 2 inches over eave fasciae.
 - 4. Nail Fastening: Drive screws to clear the clay roof tile so the tile hangs from the nail and is not drawn up.
 - a. Install wire through nail holes of cut tiles that cannot be nailed directly to roof deck, and fasten to nails driven into deck.
 - 5. Cut and fit clay roof tiles neatly around roof vents, pipes, ventilators, and other projections through roof. Fill voids with mortar.
 - 6. Install clay roof tiles with color blend approved by Architect.
- B. Flat-Shingle Clay-Roof-Tile Installation:
 - 1. Maintain 2-inch headlap between succeeding courses of clay roof tiles.

2. Offset joints by half the clay-roof-tile width in succeeding courses.
3. Extend clay roof tiles 1 inch over fasciae at rakes.
4. Install ridge tiles in configuration to match existing with laps facing away from prevailing wind. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.
1. Install hip tiles in configuration to match existing. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.

C. Low-Profile, Interlocking Clay-Roof-Tile Installation:

1. Provide minimum 3-inch lap between succeeding courses of clay roof tiles.
2. Install rake tiles indicated.
3. Install ridge tiles with laps facing away from prevailing wind. Seal laps with asphalt, roofing cement, butyl sealant, or elastomeric sealant.
4. Install hip tiles in configuration to match existing. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.

D. Open Valleys: Cut clay roof tiles at open valleys to form straight lines. Maintain uniform width of exposed open valley from highest to lowest point.

1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
2. Do not nail tiles to metal flashings.

E. **Remove and replace damaged or broken clay roof tiles. In addition to the extra tiles provided per section 1.8 A., provide extra tile to allow for 20% breakage in all roof tile types.**

3.3 INSTALLATION OF UNDERLAYMENT MATERIALS

A. Comply with clay-roof-tile and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.

1. Cover ridge and hip wood nailers with underlayment strips.

B. Synthetic-Underlayment Top Layer: Install in accordance with manufacturer's written installation instructions and as second layer over anchor-layer underlayment.

1. Completely cover anchor-layer underlayment and install parallel with and starting at the eaves, with side laps offset halfway between side laps of underlying anchor layer.
2. Lap sides and ends as recommended in writing by manufacturer, but not less than 2 inches for side laps and 6 inches for end laps.
3. Stagger end laps from anchor-layer end laps and between succeeding top courses at interval recommended in writing by manufacturer, but not less than 72 inches.
4. Fasten with underlayment nails.
5. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.

- C. Polymer-Modified Bitumen Sheet: Install parallel with and starting at eaves.
 - 1. Single- or Anchor-Layer Installation: Install on roof deck.
 - a. Lap sides a minimum of 2 inches over underlying course.
 - b. Lap ends a minimum of 6 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
 - d. Fasten with underlayment nails.
- D. Valley Underlayment: Install one layer of 36-inch- wide underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.
 - 1. Use same underlayment as installed on field of roof.
 - 2. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
 - 3. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

3.4 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install in accordance with clay-roof-tile manufacturer's written instructions and recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope tile roofing and up the vertical surface.
- C. Step Flashings: Install with a headlap of 4 inches and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying tile. Fasten to roof deck only.
- D. Cricket and Backer Flashings: Install against roof-penetrating elements, extending concealed flange beneath upslope tile roofing and beyond each side.
- E. Channel Flashings: Install over underlayment materials and fasten to roof deck.
- F. Rake Pan Flashings: Install over underlayment materials and fasten to roof deck.
- G. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches secured in a waterproof manner.
 - 1. Install in reglets or receivers.
- H. Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.

1. Secure hemmed flange edges into metal cleats spaced 12 inches apart and fastened to roof deck.
 2. Adhere minimum 9-inch- wide strips of self-adhering, polymer-modified bitumen sheet to metal flanges and to underlying self-adhering, polymer-modified bitumen sheet. Place strips parallel to and over flanges so that they will be just concealed by installed tile.
 3. Provide a closure at the end of the inverted-V profile of the valley metal to minimize water and ice infiltration.
- I. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- J. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
- K. Pipe Flashings: Form flashing around pipe penetrations and tile roofing. Fasten and seal to tile roofing.

3.5 INSTALLATION OF WOOD NAILERS

- A. Install beveled wood-cant nailers at eaves and securely fasten to roof deck.

3.6 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
1. Owner: **<Insert name of Owner>**.
 2. Owner Address: **<Insert address>**.
 3. Building Name/Type: **<Insert information>**.
 4. Building Address: **<Insert address>**.
 5. Area of the Work: **<Insert information>**.
 6. Acceptance Date: **<Insert date>**.
 7. Warranty Period: **<Insert time>**.
 8. Expiration Date: **<Insert date>**.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;

- b. Peak gust wind speed exceeding **<Insert mph>**;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.
1. Authorized Signature: **<Insert signature>**.
 2. Name: **<Insert name>**.
 3. Title: **<Insert title>**.

END OF SECTION 073213

The Drawings and Project Manual dated September 7, 2021 are modified or changed to the extent stated herein.

THIS DOCUMENT IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Drawings, Specifications, and / or Documents issued with this Bulletin shall be incorporated and become part of the Contract Documents ONLY when a Change Order or a Construction Change Directive is accepted by the Owner. If this modification to the Contract Documents does not affect the Contract Sum and / or Contract Time it shall be incorporated and become part of the Contract Documents immediately.

Drawings

- A. Revise Sheet A3.01 as shown.

Attachments:

Drawings: A3.01

End of Bulletin No. 2

