



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleetma.org

Invitation for Bids Instructions to Bidders and General Terms

I. General Project Information

- a) Project Title: Wellfleet Town Hall Roof Replacement
- b) Bid Due Date and Time: Monday, September 14, 2015 at 10:00am
- c) Contact Person(s): Harry Sarkis Terkanian, Town Administrator
- d) Contact Person(s) mail address: 300 Main Street, Wellfleet, MA 02667
- e) Contact Person(s) email address: harry.terkanian@wellfleet-ma.gov
- f) Contact Person(s) telephone number: (508) 349-0300
- g) Bond Requirements:
 - i. Bid bond:
 - ii. Payment Bond:
 - iii. Performance Bond:
- h) Insurance Requirements:
 - i. General Liability with limits of not less than \$500,000 per person and \$1,000,000.00 per accident or occurrence.
 - ii. Automobile Liability with limits of \$250,000.00 per person and \$500,000.00 per occurrence
 - iii. Workers Compensation: Certificates of insurance showing that all employees providing services on this project are protected under Worker's Compensation Insurance Policies.
- i) Date for Contract Execution. The successful bidder will be required to execute a contract within ten (5) days after the date for opening of bids unless extended by agreement between the awarding authority and the apparent lowest responsible and responsive bidder.

II. Request for Bids

Sealed bids for the above procurement will be accepted by the Town Administrator at 300 Main St., Wellfleet, MA 02667 until the Bid Due Date and Time specified above. A copy of the bid specs may be obtained by contacting the above contact person. Copies of the bid specs are also available on the Wellfleet web site: <http://www.wellfleet-ma.gov> in the "Bid Invitations" section. Vendors who download the bid specs from the town website are required to contact the Contact Person by email so they may be advised of any bid addenda.

III. General Instructions

- a) No faxed or emailed bids will be accepted.
- b) Bids may only be withdrawn by written notice received prior to the Bid Due Date and Time.
- c) Bids may only be modified by a sealed written modification received prior to the Bid Due Date and Time.
- d) It is the responsibility of the bidder to insure that bid documents are received by the Bid Due Date and Time. Late bids will be returned unopened.
- e) The clock in the Town Hall administration office shall be conclusive as to time.
- f) If Town Hall is closed for business on the date and time for opening of bids for any reason, the date for opening of bids will be postponed to the same time of day on the next day that Wellfleet Town Hall is open for business.

Project Description

Project must begin on Saturday, October 24, 2015, unless other specific arrangements are made between Contractor and the Town of Wellfleet.

Project must be 100% complete on or before Monday, November 9, 2015, unless other specific arrangements are made between Contractor and the Town of Wellfleet. Wellfleet DPW must approve the 100% state of completion. This determination is not up to the Contractor.

DESCRIPTION OF BUILDING

The Wellfleet Town Hall is a municipal building located at 300 Main Street in Wellfleet, MA.

The building is an approximately 60 ft. long x 35 ft. wide rectangular gable-roofed two-story wood-framed structure with a 12 ft. tall, 10 ft. x 10 ft. square-based wooden cupola on the peak of the southern gable end (front of the building), and an approximately 13 ft. long x 24 ft. wide gable-roofed two-story wood-framed addition attached at the northern gable end (rear of building). The building needs a new roof.

DESCRIPTION OF PROJECT

The building currently has one layer of single tab asphalt shingles over felt paper as its roof covering. Due to age and weathering, this covering is in need of replacement. The work shall include removal and/or inspections of all existing coverings, including shingles, flashings, fasteners, inspection and repair of all sheathing, replacement of sheathing nails, flashings, underlayment, and roof covering with approved materials.

Specifically, Contractor shall take great care in preserving flashings that must remain in place, such as step flashings, to be reused. Contractor shall notify the DPW immediately if such flashings become damaged. In addition to the above work, Contractor shall be also responsible for immediately notifying the DPW assistant director of any repairs required to sheathing or framing that become apparent after the roof is stripped, so that inspections can be made and a schedule of additional repairs can be agreed upon, as necessary.

Additionally, the contractor shall be responsible for coordinating with the DPW the repair and flashing of the base and base roof of the cupola during the main building roof replacement process. After inspection of all fascia, and proper steps as noted above are taken as necessary to repair or replace, Contractor shall install a continuous, white, aluminum drip edge under the first course of underlayment, with proper overlaps at joints, along all eave lines per accepted roofing practice. Contractor shall use 'ice & water' barrier for the first two courses of roofing underlayment with proper overlap in order to prevent ice damming. In addition, contractor shall install aluminum drip edge over 'ice & water' barrier along all rake edges, per professional quality roofing standards, as described above. The eave and rake drip edge shall be tightly and properly mitered at all corners where they intersect. Joints of drip edge shall be overlapped so as to maximize water shedding according to prevailing local weather patterns. Ice & water barrier shall also be used to flash up the sides of the cupola base walls in a continuous, water-shedding overlap pattern. Bituminous flashing barriers shall be laid under all paper-based roofing underlayments. Step flashing and counter flashing shall also be used at each course where it intersects a vertical surface. Kick-out flashing shall be properly installed at all eave/vertical surface junctures in order to direct runoff in to adjacent gutters.

MATERIALS SPECIFICATION

Contractor is to use Certainteed Landmark IR shingles, color Colonial Slate, or equivalent, as well as the matching Certainteed Starter, Certainteed hip and ridge, and Certainteed DiamondDeck Synthetic underlayment, as specified in the manufacturer warranty information provided, or equivalent starter, hip and ridge, and syntetic underlayment, matching the specific proposed substitute shingle product to be used. Contractor shall also use either Certainteed Winterguard barrier or Grace Ice & Water barrier, or equivalent, ice and water barrier, for the first courses along eaves and rakes. The use of any combination of proposed substitute materials must provide an Impact Resistance rating that meets the UL 2218 Class 4 standard, the Class A standard for fire resistance, carry a 130 mph wind resistance warranty, and a minimum 40 year product warranty.

PLEASE NOTE:

The substitution of an alternative brand of manufacture of items specified in this invitation to bid as "or equivalent" requires that any substitute item must, in the opinion of the Town, be: at least in equal in quality, durability, appearance, strength, design, useful life and warranty; that it will perform the intended function at least equally; and that it conforms substantially, even with deviations, to any requirements contained in this invitation to bid. Bidders proposing to substitute equivalent products should provide complete specifications to the Town for approval at least 10 business days prior to the date for bid opening. The Town will respond to all registered bidders with its determination with respect to the proposed substitution at least 5 days prior to the date for bid opening. Determination as to whether a proposed substitution is considered equal will be made solely by the Town. Bidders may not submit a bid based on the use of or incorporation of a substitute item into the work without securing the approval of the Town set forth in this paragraph.

Roofing shingles shall be installed strictly according to manufacturer nailing patterns with fasteners of the length specified: see attached manufacturer installation instructions. Shingle joints shall be laid out in a singular bond pattern, as opposed to a staggered pattern, in order to maximize protection from water penetration. Shingle course lines shall be snapped down at each new course to maintain straight course lines as well to ensure each course is parallel with the eaves and ridge.

Contractor to ensure that exposure of shingle courses does not vary by more than 1/4 inch from previous course. Cut off shingles at roof rake edges at the end of each course shall not ever be less than 12 inches. Adjacent shingle joints both above and below shall be separated by at least 6 inches, and shall not be located in the same vertical line again for at least three subsequent courses.

Ridge vent shall be installed per manufacturer specifications and nailed accordingly.

Care shall be taken not to damage edges and surfaces of newly installed shingles by foot traffic, hoses, staging, dropped objects, building materials, or any other similar processes. If such damage occurs, contractor shall notify the DPW Asst. Director, and after approval, shall proceed with the agreed upon correction and/or replacement which may include back charges to Contractor if Contractor is determined to be liable for such charges resulting from said damage.

IMPORTANT:

Due to the size of the rear entrance area including the handicap ramp, the Contractor is required to do all the work on the rear addition of the building on a Saturday/Sunday, in order to ensure safety.

V. Description of Work:

Contractor Responsibility

Contractor shall be responsible for protecting the building from inclement weather and all precipitation for the entire duration of the work, including providing all necessary tarps, tie downs, etc. If water or wind damage to the building occurs as a direct or indirect result of the contractor's negligence, use of inadequate and/or improper temporary coverings, or a simply from lack of effort to take precaution, contractor shall be held directly financially responsible for all damages and/or loss.

Contractor is responsible for ensuring that the driveways, roadways, gravel areas, grass areas and parking lots around the building are kept clean and free of any and all debris at all times during the work week, whether generated directly by the agreed upon repairs or not.

Contractor shall, in addition, be responsible for securing the site for public safety and security whenever Contractor or his employees, sub-contractors or representatives are not present at the site, as well as for closing up the fencing around the site before departing at the end of the work day to ensure that the enclosed work area is not accessible by non-authorized personnel.

Contractor shall keep a perimeter safe zone of no less than 15 feet around the building secured at all working times, while simultaneously keeping access to entrances, walkways, and public rest rooms open at all times, wherever temporary fencing will allow, and as the work safely allows. The Wellfleet DPW will provide the temporary fencing that will delineate the 15 foot perimeter safety zone around the building. Contractor shall provide and install pipe staging over each of the two front public entrances of the building with minimum 8 foot height above the top landing step for headroom clearance, and fasten minimum ¾" plywood over the top of the staging to protect pedestrians from falling debris. The staging shall extend a minimum of 15' from the front surface of the building, and shall be fastened to prevent theft, movement from wind, water, or impact. It shall also extend, and should be laid so as to shed water away from the door and walkways. The staging and covering shall extend 15' laterally along the building in each direction from the centerline of the doorway. The protective plywood layer affixed to the top of the staging shall be continuous.

Pipe staging shall also be placed over the rear entrance to the building against the inside corner to protect the walkway from falling debris. The staging and platform above shall completely cover each of the doorways, and shall extend no less than 15 feet in all directions possible from the center point of doorway, or as far as space permits to ensure protection of pedestrians from falling debris.

The Wellfleet DPW will also provide roll-off waste containers and will assume the cost of these as well as the disposal of construction debris generated by the Project. Contractor may not deposit waste from any other locations, jobs, etc. into the containers provided at any time. Contractor is responsible for securing all tools and materials. The Town of Wellfleet and the Wellfleet DPW shall not be held responsible for any theft or loss of these items.

The Town of Wellfleet will provide rest room facilities for use by the Contractor during the Project. This may include use of existing public rest room facility already located at Town Hall, or, should this facility be closed for any reason, the town will provide a temporary portable toilet on-site.

Contractor understands that as a municipal building, safe access to the building is required during operating hours whenever possible, and shall maintain vigilance at all times to uphold the safety of the public, town employees, and contractor's employees, representatives and subcontractors.

Contractor is responsible for proper disposal of all trash, demolition materials, 'cut-offs' and construction waste in to the containers provided by the DPW. Contractor is responsible for the general cleanliness of the property as a whole, both inside and outside of the perimeter fencing, the parking lots, green areas, etc. If debris from the Project is found accumulating anywhere on the property, it will be pointed out the Contractor. If this occurs more than once, the Contractor may be held in violation of this contract and fined accordingly.

Contractor shall maintain a respectful and polite attitude towards town employees and the public at all times while present at the site. Disruptive, disrespectful, derogatory or other negative behavior at or near the site will not be tolerated and will be considered grounds for removal of the contractor from the job.

Contractor shall use only OSHA-approved staging, ladders, lifts, fall protection, guard rails and safety gear, including, but not limited to: fall arrest harnesses, High visibility clothing, safety glasses, gloves and hard hats, and is to be in full compliance with all safety laws and regulations at all times.

Contractor shall maintain proper storage and protection of all materials provided by the contractor to be used on the project. The DPW reserves the right to refuse the use of any materials which, upon inspection, it deems as defective, inadequate, or has been compromised by improper storage, vandalism or improper handling by contractor, his employees, his subcontractors or his suppliers. Contractor is responsible for protecting the condition and quality of the materials used in this project.

Contractor shall ensure that all materials to be used for the project, once approved by the DPW, shall be stored, handled and installed in strict accordance with all manufacturer guidelines and specifications, as well as in a safe, protective manner. Contractor is responsible for proper installation and application of all products and materials so as to maintain the full manufacturer's warranty. Contractor shall supply the Town with copies of all manufacturer literature and warranty information, and is responsible for ensuring the proper registration of all products as required for warranty, unless other arrangements can be made with the Town of Wellfleet in advance of purchase of any of these materials.

By bidding on this project, Contractor guarantees that he is fully qualified, licensed, trained, authorized and certified by all federal, state, and local authorities to install all products specified in this Bid Specification.

Contractor agrees to a pre-installation meeting which includes all workers, employees and sub-contractors prior to commencement of the project, and again before installation of the new roof products. Additionally, Contractor agrees to keep a copy of manufacturer installation instructions on site and available to all employees and sub-contractors working on the site at all times in order to ensure full compliance.

Contractor shall anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Contractor shall not install products under environmental conditions outside of manufacturer's limits.

Town Responsibility

Site Preparation:

Town of Wellfleet will be responsible for:

- 1) the rental and installation of the temporary perimeter safety fencing around the site.
- 2) the placement, transport and maintenance of on-site roll-off containers.
- 3) the opening, closing and daily operations and maintenance of the Wellfleet Town Hall building within its normal operating schedule.

Contractor will be responsible for the maintenance, movement and continuing security of the temporary fencing for the duration of the project.

Contractor is responsible for any and all permitting.

Site Visits:

For site visits by Contractors bidding on the project, interested parties should contact the Town of Wellfleet Assistant Director at (508) 349-0315, or by email at:

Paul.lindberg@wellfleet-ma.gov

Presentations

VI. Project Requirements

A. Timing of Work

B. Prevailing Wages

Minimum wage rates as determined by the Commissioner of Department of Workforce Development under the provisions of MGL 149, Sections 26 to 27D as amended apply to this project. A copy of the prevailing wage rates for this project is available electronically by request.

C. Insurance

Vendor shall provide proof of liability insurance with the minimum limits set forth in the Insurance Requirements above.

D. Bid Bond – If required in section I. above, bids must be accompanied by a certified or bank check or bid bond. The amount of the bid deposit shall be an amount of five (5%) of the Bidder's maximum total bid price, payable to the Town of Wellfleet, Massachusetts. The bid security will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract and provide the information within five (5) working days of the Notice of Award, the Town may annul the award and the bid security will be forfeited.

E. 50% Payment Bond – If required in section I. above, a 50% payment bond is required as a condition for this project. The bond will ensure payment of all subcontractors and vendors for materials.

F. Performance Bond – If required in section I. above, a 50% performance bond is required as a condition for this project.

G. Warranty - The contractor shall warranty the work for one calendar year beginning on the date of town acceptance of substantial completion.

VII. Bidding Information Submittal Requirements

A. Bid Notice

Sealed bids for the procurement will be received by the Town Administrator at 300 Main St., Wellfleet, MA, 02667 until Bid Due Date and Time specified in section I, above, for opening of bids. A copy of the bid specs may be obtained by contacting the Contact Person identified above.

The Town of Wellfleet reserves the right to waive any informality, to reject any and or all bids, and to act at all times in the best interest of the Town.

B. Required Submittals with Bid

1. Completed bid pricing form
2. References – please submit a list of references (names, addresses, telephone #) of three recent comparable projects completed within the past three years.
3. Statement of Tax Compliance – must be completed, signed and submitted with bid.
4. Statement of Non-Collusion – must be completed, signed and submitted with bid.
5. Acknowledgement of Principal – must be completed, signed and submitted with bid.
6. Vendor shall provide proof of liability insurance for the above listed risks in the above listed amounts with the Town of Wellfleet and its successors and assigns as their interests may appear.

7. Bid Bond – If required in section I. above, bids must be accompanied by a certified or bank check or bid bond, subject to the conditions provided in the Instructions to Bidders. The amount of the bid deposit shall be an amount of five (5%) of the Bidder's maximum total bid price, payable to the Town of Wellfleet, Massachusetts. The bid security will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract and provide the information within five (5) working days of the Notice of Award, the Town may annul the award and the bid security will be forfeited.

8).. Performance and payment bonds. If required in section I. above, bids must be accompanied by performance and/or payments bonds in the form(s) attached.

Any person or corporation which fails to execute and return the required statements or furnish proof of required insurance coverage with their bid submission will be considered a non responsive bidder and will be rejected.

C. Rule for Bid Award

The contract for this project will be awarded to the responsive and responsible vendor submitting the lowest total bid. In the event the selected vendor with the lowest bid fails to execute the contract and submit the payment bond within the time period the Town reserves the right to award the contract to the next lowest responsive and responsible bidder.



TOWN OF WELFLEET

300 MAIN STREET WELFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

Project: _____

Bid Pricing Sheet

In accordance with the Scope of Services described in the bid specifications for the above project I bid the following price(s).

1. Overall price _____

Name of Authorized Person (print)

Date

Signature of Authorized Person

email address

Name of Company/Corporation/Partnership

Address (# Street or PO Box

telephone #

Town/State/Zip Code



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

Project: _____

Statement of State Tax Compliance

Description of Bid/Proposal _____

Date of Bid _____

Pursuant to Chapter 323 of the Acts of 1983, Section 49A, I,

_____ authorized signatory for

whose principal place of business is

_____ do hereby

certify under the pains of perjury that _____ has

complied with all laws of the Commonwealth relating to taxes.

Name of Person Signing Bid/Proposal

SSN or FID #

Name of Business

Date

This form must be included with the bid/proposal.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667
Tel (508) 349-0300 Fax (508) 349-0305
www.wellfleetma.org

Project: _____
Certificate of Non-Collusion

Description of Bid/Proposal _____

Date of Bid _____

The undersigned certifies under penalties of perjury that the above bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of Person Signing Bid/Proposal

Name of Business

This form must be included with the bid/proposal.



TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

Project: _____

Acknowledgement of Principal

I _____ principal of

holding the office of _____ with said

Company is hereby authorized to submit a bid/proposal on behalf of said Company for

the following bid/proposal to the Town of Wellfleet: _____

Name of Authorizing Person

Position/Office

Name of Business

Date

Name of Company/Corporation/Partnership

Address (# Street or PO Box

telephone #

Town/State/Zip Code

email address

This form must be included with the bid/proposal.

If specified in section I above, some or all of the following forms are required.

Form of Bid Bond

Form of Payment Bond

Form of Performance Bond

Form of Contract