

Sullivan County, NH



REQUEST FOR PROPOSALS ROOF REPAIR & REPLACEMENT

MacConnell and Stearns Kitchen
5 Nursing Home Drive, Unity, NH

**PROPOSALS ARE DUE NO LATER THAN 12:00 NOON ON
TUESDAY, JULY 11, 2017
AND SHALL BE SEALED AND ADDRESSED TO:**

Steve Arsenault
Acting Facilities & Operations Director
5 Nursing Home Drive
Unity NH 03743
Phone (603) 542-9511 ext. 227
sarsenault@sullivancountynh.gov

Sullivan County, with facilities in Newport and Unity, New Hampshire, seeks proposals for the repair and/or replacement of certain roofs, as outlined below. Bidders may submit proposals on either or both projects. All qualified bids will be considered and the County reserves the right to reject any and/or all proposals and to waive any informalities or irregularities in procedure.

The proposed roofing projects are:

1. MacConnell Building: Remove and dispose of old material and replace with new system, approximately 15,700 sq. ft.
2. Stearns Building Kitchen and Dining room roof: remove and dispose of old roofing material and replace with new system, approximately 3,800 sq. ft.

Tours of the projects will be provided at 9:00 AM on Thursday, June 29, 2017. Please call or email Steve Arsenault at the contact information above by 3:00 PM on Tuesday, June 27, 2017 if you are interested.

Four sets of the sealed proposal shall be received no later than **12:00 Noon on Tuesday, July 11, 2017**. Questions regarding the proposal should be directed to Acting Facilities Director Steve Arsenault. All questions and answers will be posted on Sullivan County's website under the RFP section.

Sullivan County is aware of the time and effort required to prepare responses to proposals and

invites vendors to let us know of any proposal requirements that are unclear and/or create difficulty in responding. Sullivan County reserves the right to reject any and/or all proposals and to waive any informalities or irregularities in procedure.

1. BID REQUIREMENTS:

- A. Bids must be submitted in a sealed envelope addressed to the Facilities & Operations Director as noted above, and clearly labeled “SEALED BID – ROOF PROJECT.” Fax bids or email documents will not be accepted. **The deadline to submit a bid is 12:00 NOON on Tuesday, July 11, 2017**, at which time all bids will be opened in the Facilities & Operations Director’s Office and public are welcome to attend.
- B. Bids shall identify the name, title, and contact information for the bidder’s project manager. The project manager shall have the authority to act on behalf of the contractor with regards to all decisions that may be required to complete the terms and conditions of the contract.
- C. Bidders must provide a lump sum guaranteed price quote for all aspects of the work, including, but not limited to all materials, labor, tools, ladders, scaffolding, equipment, delivery, installation, disposal, and clean-up associated with the project. In addition, bidders should provide a price quote to remove and replace roof sheathing panels, based upon the assumption that each sheet will be replaced using plywood that matches existing thickness on an as-needed basis, and bidders should provide a price quote to apply hand sealant (per manufacturer’s recommendations) to each shingle in the event of cold weather conditions. **Bidders shall clarify the lump sum cost for each project independently as well as if there is a cost difference if both projects are awarded.**
- D. Bidders must provide a statement with their bid submissions that clearly identifies any and all exclusions, deviations or limitations to the bid specifications.
- E. Interested firms are required to provide evidence of their qualifications and experience in the installation of commercial buildings roofs in the State of New Hampshire over the past 10 years. A minimum of 5 commercial or government references with contact information is required with each bid.
- F. Bids must include a sample of the shingles and/or additional or alternative roofing materials to be installed as part of the contract. In addition, bidders must provide manufacturer’s warranty information and installation instructions for all materials proposed to be used on the roof, to include sealants, adhesives, bonding agents, nails, etc.
- G. Bids shall include a project schedule with estimated start and finish dates and a schedule of values for materials to be installed. (Note: failure to start work within 5 days of the proposed start date with written agreement by the County shall be cause for the County to cancel the contract.)
- H. Bidders are allowed to submit alternative roofing proposals, in addition to their bid in accordance with the minimum specifications, for non-conforming materials such as a metal roof with snow guards, ventilation improvements, or “engineered” roofing composites.

- I. Bidders may include any additional information pertaining to their qualifications, certifications, experience, team members, subcontractors, or other documentation that they deem useful for the County to consider in response to this bid invitation.

2. GENERAL INFORMATION

- A. Each bidder is expected to examine the work site carefully before submitting a bid. The submission of a bid shall be deemed to be conclusive evidence that a bidder has investigated and is satisfied with the conditions to be encountered in performing the work required. Bidders must satisfy for themselves as to the quantities of materials that will be necessary to remove and replace any materials, including but not limited to flashing, drip edge, ice and water shield, underlayment, and roof shingles, based upon inspection and measurement of the existing building and the specifications herein. In addition, bidders should plan for the removal and replacement of sheathing on an as-needed basis upon exposure and inspection by County officials. No allowances will be made for loss of anticipated profits or unanticipated expenses due to any errors or inaccuracies in the estimated quantities or project expenses incurred by the contractor.
- A. Each bidder is expected to be thoroughly familiar and comply with the applicable laws, rules and regulations pertaining to the roofing work required as part of this project, including but not limited to worker safety, municipal contracts, and building codes.
- B. The successful bidder will be required to comply with all terms and conditions as set forth in this Invitation to Bid (except as may be specifically exempted by the County in writing), and to execute a written contract using as a basis this RFP. Failure to execute a contract within 14 days of written notification shall be cause for cancellation of the bid acceptance and award.
- C. It is anticipated that the Board of Commissioners will award this project during a regular public business meeting scheduled for 3:00 PM on July 13, 2017 or a subsequent public meeting. The project completion date is October 31, 2017. Failure to complete the project on time will result in liquidated damages being assessed against the vendor in the amount of one-half of one percent (0.5%) of the total project costs for every day or portion thereof, unless the contract is extended by mutual written agreement of the parties.
- D. Bidders shall assume all costs and expenses associated with the preparation and submission of a bid.
- E. The County reserves the right to accept or reject any bids and to waive any minor bid defects bid as may be in the County's best interest, and to request additional information from any bidder prior to issuing a notice of award or soliciting new bids. The County reserves the right to award the project as one or more contracts, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in Sullivan County's sole judgment, the best interest of Sullivan County will be served.
- F. The Project Manager for the County will be Steve Arsenault, Facilities & Operations Director.

- G. The following factors will be considered as the basis for award of the Bid, with priority to be determined solely by the County:
1. Price
 2. Choice of Materials
 3. Compliance with Bid Requirements
 4. Exclusions and Limitations
 5. References and Qualifications
 6. Location of Business
- H. The contractor shall submit product samples and warranty information (including claims information) for all materials to be installed to the County's Project Manager for review and approval prior to installation.
- I. For public projects in excess of \$35,000, RSA 447:16 requires a contractor to post sufficient security, by bond or otherwise. Therefore, the contractor shall provide the County with a bond in the amount of 100% of the project cost in the form of a bond instrument from an issuing agent acceptable to the County.
- J. The contractor will be responsible for all costs incurred by the County, including legal and inspection fees, in the event that the contractor fails to perform the work in accordance with these project specifications.
- K. The County shall provide the contractor with access to electrical power, restroom facilities, and local permits (if applicable) at no charge. The Contractor shall be responsible for all labor and materials necessary to utilize these resources.
- L. Payment by the County shall be made upon completed installation and acceptance by the County, net 30 days after invoice. Project completion shall be defined as all materials being completely and permanently installed in accordance with the contract documents, including completion of a punch list, and the site being broom-clean and free from hazards.
- M. The contractor shall use every precaution to prevent injury or damage to County property and private property in the vicinity of the project area. The contractor shall be responsible for all damage and injury to persons and/or property during the execution of the work resulting from any act, omission, neglect, and/or misconduct in the manner or method of performing the work, to include the acts of any subcontractors and work done as part of any warranty service. The contractor shall indemnify, defend, and hold harmless the Sullivan County, its agents and assigns from any liability, damage, claims, penalties, and/or regulatory agency fines that may arise from the project and warranty work. The contractor shall promptly restore to the satisfaction of the County, at the contractor's expense, any property that may be damaged during the execution of the work, including warranty work.
- N. The contractor shall provide, erect, and maintain all necessary scaffolding, barricades, and other safety devices for the protection of the work, workers, and safety of the public, with the understanding that the County facilities will be open for business at all times during the project. All work shall be cleaned-up on a daily basis, or more frequently, if necessary, to prevent accidents to the greatest extent practical. Special care will be taken to ensure that

delivery and employee vehicles are not subject to tire punctures from nails or other sharp objects associated with the project.

- O. Indemnification: The contractor will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.
- P. Insurance: Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage applicable to the work performed under this Contract. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.
- The Contractor shall provide proof of automobile insurance coverage in the amount of \$1,000,000. The Contractor will furnish to the County a Certificate of Insurance *and an endorsement* prior to executing the Contract or commencing work, demonstrating that the County and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage.
 - The Contractor shall provide proof of workers' compensation insurance that meets State of New Hampshire required limits. The Contractor's workers' compensation coverage must waive subrogation against the County and its officials, agents, volunteers and employees.
 - The Contractor shall carry and provide proof of builder's risk insurance covering the project at its full value, and shall name the County as loss payee.
 - To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the County and its officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.
 - The County shall not be required to insure the Contractor, any subcontractor or any professional service provider.
3. Proposal Submission and Details: Proposals should include the following:
- A. Contractor's name, address, and names of primary contact person.
 - B. Description of the specific staff that will comprise the project team for this assignment.
 - C. Statement of qualifications and experience with public sector work.

- D. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
- E. List of any intended subcontractors.
- F. List of client references.
- G. Proposed fee structure for the work to be performed, including costs from all anticipated subcontractors.
- H. Agreement to contract provisions and proof insurance requirements.
- I. Statement regarding any previous contract defaults (Has contractor ever defaulted on a contract? If so, where and why?).

3. GENERAL PROJECT SPECIFICATIONS:

- A. All work performed under this contract shall be to the highest industry standards in a professional workmanlike manner. Reference is made to the published recommendations of the National Roofing Contractors Association with regards to the general methods and techniques of the project; however, in all cases the manufacturer's installation recommendations shall take priority.
- B. The contractor will remove the existing roofing material, drip edges, pipe flashing and any underlayment's to the deck surface and dispose of these materials.
- C. The contractor and County will inspect the exposed roof deck to determine if any sheathing panels or decking needs to be replaced. Upon installation of new sheathing or decking (if necessary), the contractor will clean and prepare the deck as needed, to include the removal, if necessary, of any debris or material in order to have a smooth surface for the new roofing materials.
- D. The contractor is responsible for protection of the roof from fire and moisture penetration at all times. The wood sheathing must be completely dry before the installation of any materials. Metal surfaces must be completely cleaned of all potentially corrosive materials before the application of shingles or the weather barrier.
- E. Notwithstanding the manufacturer's warranty terms and conditions, the minimum roofing material warranty shall be 20 years and the contractor shall be responsible to repair and/or replace, at no charge to the County, any defective roofing products for a period of 10 years as of the date of completion.
- F. All products to be furnished as part of these bid specifications shall be new and free from defects for a minimum period of 10 years from date of completed installation. Any defects within this warranty period shall be cured in-place by the contractor to the satisfaction of the County in a prompt and reasonable manner; otherwise the County shall reserve the right to repair the equipment and pursue all such costs, including collection expenses against the contractor as may be allowed by law.
- G. Any changes to the work that result in a cost increase/decrease shall be set forth in a written change order approved by the County and the contractor prior to being implemented.

4. Scope of Work:

A. MacConnell Building, main roof approximately 15,700 sq. ft

- 1) Removal and disposal of existing EPDM roof system down to the deck. Approximately 2,000 sq ft of existing material shall be set aside for reuse by the County.
- 2) Installation of perimeter KD wood blocking (9" total thickness).
- 3) The exposed steel deck shall be covered with a loose-laid 6 mil poly vapor barrier. All seams shall be taped.
- 4) The installed vapor barrier shall be covered with a base layer of 2" poly-isocyanurate insulation. A custom 1/8" per foot tapered poly-isocyanurate insulation assembly would be installed over the 2" base layer. The proposed insulation assembly shall have average "LTTR" of 35.06. The insulation would be attached to the steel deck with screws and plates as per manufacturer's specifications.
- 5) The insulation assembly shall be covered with .060" EPDM membrane as manufactured by Firestone or equivalent. The membrane would be adhered to the insulation surface with bonding adhesive.
- 6) All roof top penetrations shall be re-flashed with .060" EPDM membrane as required
- 7) All roof drains shall be re-flashed to the new EPDM membrane as required. Each drain shall receive a new clamping ring, poly-strainer, and hardware as required.
- 8) All vertical abutting wall bases would be re-flashed with .060" EPDM membrane
- 9) Pressure sensitive walkway tread as manufactured by Firestone or equivalent would be installed at the access doors of all roof top HVAC equipment and at the roof window entrance.
- 10) The roof's perimeter edge would be trimmed with custom shop-fabricated, 16 oz. copper edge metal. The copper edge metal would be installed over a continuous 20 oz. copper track.
- 11) The completed roof will be accompanied by a warranty as specified in section 3.E. above.

B. Stearns Kitchen/Dining Room Roof, approximately 3,800 sq. ft

- 1) Removal and disposal of existing EPDM roof system down to the deck and properly disposed of.
- 2) The roof's perimeter edge shall be raised by the installation of KD wood blocking fastened to the existing below with 16d nails. The total proposed blocking thickness would be 4".

- 3) The exposed deck shall be covered with two alternating layers of polyisocyanurate insulation having a combined "LTTR" of 22. The insulation panels would be fastened to the deck with low rise foam adhesive as per manufacturer's specifications. The total insulation assembly would be approximately 4" thick.
- 4) The insulation assembly shall be covered with .060" EPDM membrane as manufactured by Firestone, or equivalent product. The membrane shall be adhered to the insulation surface with bonding adhesive.
- 5) All roof top penetrations shall be re-flashed with .060" EPDM membrane as required.
- 6) All vertical abutting wall bases shall be re-flashed with adhered .060" EPDM membrane.
- 7) Pressure sensitive walkway tread as manufactured by Firestone or equivalent product shall be installed at the access doors of all roof top HVAC equipment.
- 8) The roofs perimeter edge shall be trimmed with custom shop-fabricated, 16 oz. copper edge metal. The copper edge metal shall be installed over a continuous 20 oz. copper track.
- 9) The completed roof will be accompanied by a warranty as specified in section 3.E. above.

BID OPTIONS: Sullivan County requests pricing on the following options:

OPTION 1: Provide pricing for temporarily disconnecting and lifting rooftop equipment including RTUs & supports in order to complete roofing if found to be necessary for proper installation of roofing material.

OPTION 2: Provide pricing for a ½" high density cover board to protect the underlying insulation and membrane being installed.

It is important for the successful bidder to take into account that this building is a residential Nursing Home and all precautions and considerations must be taken to minimize impact on the residents and their environment. Any planned disruption to resident life, traffic flow around the building or entrances and exits must be approved in advance by the Facilities Director or his designee.

CONTRACT AGREEMENT

Sullivan County Roof Replacement

THIS AGREEMENT made as of the ___**th** day of _____ in the year **2017**, by and between the Sullivan County, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor):

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II – Project Manager - The Project Manager shall mean the Facilities Director and/or his designee.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the schedule submitted with the Bid Proposal and accepted by the Owner.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions and retainage provided for in the Contract Documents.

ARTICLE V - RETAINAGE – To ensure the proper performance of this Contract, the Owner shall retain ___% of the Contract Price as specified in the Contract Documents until proof of payment to all subcontractors and vendors is provided and the work is completed to the satisfaction of the Owner.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the specified contract time the Owner shall assess the Contractor liquidated damages as specified in the Contract Documents. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

- VII.1 Invitation to Bid
- VII.2 Contractor’s Bid
- VII.3 Notice of Award
- VII.4 This Agreement
- VII.5 Any change orders duly executed after the effective date of this Agreement.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) as otherwise set forth in the Contract Documents.

ARTICLE X – PERMITS – The Contractor will secure at its own expense, all non-local permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable State and Federal laws, ordinances, rules and regulations.

ARTICLE XI – INSURANCE – The Contractor shall secure and maintain, at least until acceptance of the work, insurance with limits not less than those specified in the Contract Documents.

ARTICLE XII – MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Sullivan County Superior Court unless the parties otherwise agree.
- F. Contractor will provide the required services and will not subcontract or assign the services without the Owner’s written approval.
- G. Contractor will not hire any Owner employee for any of the required services without the Owner’s written approval.
- H. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER:

SULLIVAN COUNTY, N.H.

BY: _____

BY: _____

Derek R. Ferland, County Manager

TITLE: _____

Duly authorized to enter into this agreement by
vote of the Board of Commissioners on
_____, 2017.