

**Invitation to Bid
Roofing Services at
Wiscasset Municipal Airport
for
Town of Wiscasset**



The town of Wiscasset wishes to engage the services of an experienced Contractor to repair an aged/leaking steel roof of the Wiscasset Municipal Airport Maintenance Building by installing a new EPDM (rubber) membrane roof system. The objective of the request for proposal (RFP) is to select the most qualified Contractor to undertake this work.

Prepared by:

Ervin Deck
Airport Manager
Wiscasset Municipal Airport
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Wiscasset, ME 04578
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Project Location:

Airport Maintenance Building
Wiscasset Municipal Airport
108 Chewonki Road
Wiscasset, ME 04578

The town of Wiscasset on behalf of the Wiscasset Municipal Airport is issuing an Invitation to Bid to interested contractors to submit proposals to replace an aged/leaking steel roof and install a new EPDM (rubber) membrane roof system at the Wiscasset Municipal Airport, located at Wiscasset, Maine.

Seal Proposals: Contractor will deliver a signed original of this entire proposal to the following address:

51 Bath Road
Wiscasset, ME 04578

By 10 AM on Tuesday, November 16, 2010, to be opened and read aloud on or about 7 pm the same day at the Board of Selectmen meeting. **Faxed or email proposals will not be accepted.**

The envelope shall be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
Wiscasset Municipal Airport Roofing Bid Proposal

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Board of Selectmen.

A site inspection will be held on: Thursday, November 4, 2010 at 1 pm at 108 Chewonki Road, Wiscasset, ME. All prospective contractors are encouraged to attend or send a representative. No preference of selecting the lowest and best qualified bidder will be based on visiting or inspecting the site.

Please direct all questions regarding this Invitation to Ervin Deck, Airport Manager, 207-504-2357 or kiwimanager@roadrunner.com.

A. PROPOSAL

Purpose: Wiscasset Municipal Airport has a need for roofing services for the airport's maintenance building (see photo).



Proposal Terms:

1. Town of Wiscasset reserves the right to reject any and all proposals received as a result of this Invitation. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which the town of Wiscasset may consider. The Town does not intend to award a Bid fully on the basis of any response made to the proposal; the Town reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the Town's specifications and needs.
2. The Town reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Town to be in the best interests of the Town even though not the lowest bid.
3. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
4. The successful bidder will have 30 calendar days from the "Notice to Proceed" to complete all work.
5. In the event it becomes necessary to revise any part of the Invitation, addenda will be provided. Deadlines for submission of the Invitation are maybe adjusted to allow for revisions. To be considered, one copy of this entire Invitation to Bid must be at the Town Office on or before the date and time specified.
6. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the Invitation. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
7. A standard Town Service Contract will be executed between Town of Wiscasset and the awarded contractor.
8. In the event, the Town receives two or more bids from responsive, responsible bidders, on or more of whom are Town contractors and the bids are substantially equal in price, quality and service, the Town shall award the contract to the most responsive and responsible Town contractor. For purposes of this section, a Town of Wiscasset contractor means a company which has maintained its principal office in the Town of Wiscasset for at least six (6) months. Maintaining a Town of Wiscasset P.O. Box is not, in and of itself, sufficient to discretion under this

section to determine if a company qualifies as a Town of Wiscasset contractor and if two of more bids are substantially equal.

B. CONTRACT PROVISIONS

If a contract is awarded, the selected Contractor will be required to adhere to a set of general contract provisions, which will become part of any formal agreement. These provisions are general principles that apply to all contractors of service to the Town of Wiscasset as the following:

1. The Contractor is to report to Wiscasset Municipal Airport Manager (Responsible Town Official) and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
2. The Town may review and inspect the Contractor's activities during the term of this contract.
3. After reasonable notice to the Contractor, the Town may review any of the Contractor's internal records, reports, or insurance policies.
4. The Contractor will provide the required services and will not subcontract or assign the services without the Town's written approval.
5. The Contractor will not hire any Town employee for any of the required services without the Town's written approval.
6. The parties agree that the Contractor is neither an employee nor an agent of the Town for any purpose.
7. The Contractor will protect, defend and indemnify the Town of Wiscasset, 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 town of Wiscasset 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.
8. The Contractor will maintain at its own expense during the term of this Contract, the following insurance:
 - a. The Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the state of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the state of Maine.
 - b. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Town shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

- c. The Contractor shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability shall be \$1,000,000 per occurrence.

Insurance companies, named insured and policy forms may be subject to the approval of the Town Manager, if requested by the Responsible Town Official. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Town of Wiscasset. Contractor shall be responsible to Town of Wiscasset or insurance companies insuring Town of Wiscasset for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Responsible Town Official with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Town.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Manager or a Responsible Town Official. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Responsible Town Official with certification of insurance evidencing such coverage and endorsements prior to commencement of services under this contract. Certificates shall be addressed to the Town Manager, 51 Bath Road, Wiscasset, Maine 04578, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

9. All work to be performed in accordance with OSHA standards.
10. The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
11. The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Town of Wiscasset, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.
12. The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Town may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.
13. This contract is binding on the Town of Wiscasset and the Contractor, their successors and assigns. Neither the Town nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

14. Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
15. The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Town against such liability.
16. The Town is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The Town is exempt from the payment of Maine State Sales and Use Taxes. Changes mutually agreed upon by the Town and the Contractor, will be incorporated into this contract by written amendments signed by both parties.
17. The Town must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this Contract.
18. The Contractor's vehicles and those of the Contractor's employees working on the public property must be registered with a state of the United States. Unregistered vehicles on the town property are subject to a parking violation ticket and/or towing off airport. Contractors are advised that only one (1) vehicle is permitted on the aircraft apron at a time; all others must park in one of two designated airport automobile parking lots. Violation charges and towing will be at the Contractor's expense.
19. This contract is to be interpreted by the laws of Maine. The parties agree that the proper forum for litigation arising out of this contract is in the town of Wiscasset, county of Lincoln, state of Maine.

C. HISTORY AND CONDITION OF ROOF

The building roof consists of metal panels over structured steel framing. The roof is possibly the one originally installed when the building was constructed circa 1961. Overall, the roof is in poor condition. Many of the fasteners are loose, with attempts to seal them with caulking. The caulking is split and lifting as well. Surface rust is also present throughout the roof, however, no rust-thru areas are observed.

There are four fiberglass skylights on the roof that are no longer in use. The skylight are to be removed as part of this project.

The roof has a 3/12" slope towards the eaves. There are two vents on the roof that appear to be damaged from sliding ice and snow; while replacement is not part of this project, steel wedge diverters must be installed as part of this project.

A small communications antenna is mounted on the roof and must be removed (no replacement required) as part of this project.

D. SCOPE OF WORK

1. Install new EPDM (rubber) membrane roof system with a life expectancy of 15 or more years with proper maintenance.
2. **Specifications**
 - a. Mobilize for project in area shown on roof drawing.
 - b. Remove and discard existing communications antenna.

- c. Remove four (4) skylights.
 - d. Install 22 gauge steel over fiberglass skylight panels (4).
 - e. Treat areas of surface rust using a rust combative paint.
 - f. Eliminate one (1) discontinued penetration.
 - g. Install one (1) layer of 2" polyisocyanurate insulation, mechanically fastened to the deck with room system manufacturer approved screws and plates.
 - h. Fully adhere a 0.060' EPDM membrane, manufactured by Carlisle SynTec, Firestone Building Products, or equally equivalent product/quality, to the insulation.
 - i. Install new 24 gauge steel, edge strip at all perimeters.
 - j. Install new flashings at chimney and roof penetrations per EPDM manufacture's specifications.
 - k. Install new stack vent boot at existing vent stack.
 - l. Install steel wedge snow diverters directly above each stack (2).
 - m. Re-cover existing roof system.
 - n. Protect all surfaces, pavement, ground, aircraft, and other areas not specified to receive same.
 - o. Protect finish coatings of exterior vertical walls until completion of project.
 - p. Touch-up damaged coatings after Substantial Completion.
 - q. Conduct work in a professional manner.
 - r. Do not enter airport operating areas (taxiway and runway) at any time.
 - s. Give way at all times to operating aircraft on the aircraft parking apron and hangar areas.
 - t. Maintain a clearly designated work area around the Maintenance Building through the use of traffic barriers and safety cones.
3. **Clean Up**
- a. Upon completion of work, remove excess material from all other surfaces that were not specified to receive same.
 - b. Conform to all federal, state and local construction waste management laws and regulations.

BID SHEET

Bidders are required to perform, provide and furnish all labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the project.
Please give total cost of installing a new EPDM membrane roof system on the Wiscasset Municipal Airport Maintenance Building.

BIDDERS ARE REMINDED THAT THIS ENTIRE BID PACKAGE MUST BE SUBMITTED WITH THE BID OFFER.

BUILDING DESCRIPTION: Airport Maintenance Building, Wiscasset Municipal Airport, Wiscasset, Maine

Bid: \$_____ (written in numerals)

Spell bid amount in words: _____

This work includes a ____ year limited / unlimited (circle one) membrane system warranty from the manufacturer.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Company Address
_____ Title	_____ City, State ZIP
_____ Telephone #	_____ Fax #
_____ Email Address	_____ Federal Tax ID #

The above person is authorized to sign on behalf of the company submitting proposal

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

This section to be completed after success Bid offer

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS of this agreement entered into this _____ day of _____, 2010, by and between the Town of Wiscasset, Maine, a body politic and corporate, hereinafter referred to as the "Owner" and _____ hereinafter referred to as the "Contractor".

W I T N E S S E T H

WHEREAS, the Owner did advertise by bid for:

Airport Improvements to Include:
Installation of new EPDM Membrane Roof System
on the
Maintenance Building
at the
Wiscasset Municipal Airport
Wiscasset, Maine

WHEREAS, the Contractor did under date of _____ submit a bid for such work; and

WHEREAS, after due consideration of all the bids, the Owner did award the Contract to the Contractor.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The Contractor will furnish all labor, materials, fixtures, supplies, equipment, and transportation and will perform all work required for the preparation and completion of:

Installation of new EPDM Membrane Roof System on Airport Maintenance Building
Wiscasset Municipal Airport, Wiscasset, Maine

All work shall be performed in strict conformance with the provisions of this agreement and the Invitation for Bids (hereinafter referred to as "Contract Documents"), which are attached hereto and shall be considered as part of this Agreement.

The restatement of this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.

2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the performance of this Contract; provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom; and (2) is caused in whole or in part by any negligence, act, or omission of the Contractor, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the Owner, its officers or employees.

3. Contractor shall procure and affix to this page an insurance certificate as evidence to the Owner of Public Liability Insurance and Automobile Liability Insurance coverage in the amounts not less than \$500,000 per person, \$1,000,000 per occurrence for bodily injury, death, and property damage, protecting the Contractor and the Owner from such claims; and also Workers' Compensation Insurance coverage. Insurance shall include as named insured the Owner and its employees.
4. Upon receipt of executed contracts and insurance as required, the Owner will promptly send a "Notice to Proceed" to the Contractor. The Contractor agrees to perform no work under this Agreement until he receives said Notice and to complete the work within the allotted contract time. The time set for such completion may be extended only by the written consent of the Owner or his/her authorized representative, hereinafter jointly referred to as the "Responsible Town Official."
5. It is agreed that the Owner shall deduct as liquidated damages, from any monies due or which may become due the Contractor for work performed, an amount of One Hundred Dollars (\$100.00) per calendar day for each day that the work shall remain uncompleted after the time specified for completion of work.
6. Contractor shall perform the work to the satisfaction of the Responsible Town Official who shall have the right of inspection at all times, and whose approval and acceptance of the work shall be a condition precedent to payments by the Owner under this Contract.
7. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the Responsible Town Official shall be final and binding.
8. Prior to the final payment, the Contractor shall provide the Owner with a Maintenance Bond for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work provided for in this Agreement. The Maintenance Bond shall be for an amount equal to five percent (5%) of the value of the completed Contract. The Maintenance Bond may be in the form of a Cashier's Check or at the Owner's discretion, withholding of an amount equal to the Maintenance Bond in the form of a partial payment.
9. The Owner may terminate this Contract for cause by Written Notice to the Contractor. In the event of such termination, Contractor shall not be entitled to any further payment under this Contract from the date of receipt of said Notice.
10. The Owner shall have the right to terminate this Contract at any time for its convenience on ten (10) days' prior Written Notice to the Contractor. If Contract is terminated by the Town for convenience, the Owner shall pay Contractor for all work performed and all materials purchased prior to the receipt of said Notice.

IN WITNESS WHEREOF, the said Town of Wiscasset has caused this Contract to be signed and sealed in their corporate names by its Town Manager, respectively, being duly authorized, and _____ has caused this Contract to be signed and sealed in its corporate name by _____, its _____ being duly authorized, the day and year first written above at _____.

**Invitation to Bid
Roofing Services
Wiscasset Municipal Airport
Airport Maintenance Building**

October 2010

OWNER: Town of Wiscasset

By: _____

Name: _____

Title: Town Manager

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

[seal]