

**SOUTH PORTLAND SCHOOL DEPARTMENT****Invitation to Bid****Multi-Year Roofing Services Contract**

Sealed bids for a five-year, annually renewable contract with the South Portland School District for roofing services work, as described below, in the Specifications and Proposal, will be received by the City Purchasing Agent, Room 102, City Hall, 25 Cottage Road, South Portland, Maine until 1:00 P.M., Friday, July 7, 2014, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be accepted.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #03-15 Multi-Year Roofing Services Contract" and shall be addressed to the purchasing agent at the above address.

Each bid must be accompanied by a deposit of \$1,000.00. This may be a properly certified check, bank treasurer's check, bank cashier's check, bank money order, cash or a bid bond. Checks and money orders shall be made payable to the City of South Portland and will be deposited in its account. Such deposits will be returned to the bidders within a reasonable time after signing of contract.

Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract and performance bond within 14 days after notification by the City that it is ready for signature, his/her bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

The successful bidder will be required to sign a standard City contract and provide a performance bond in the amount of \$25,000.00.

With your bid, you must submit proof from the Secretary of State's office that your foreign corporation, limited liability company, limited partnership and/or limited liability partnership is qualified to do business in the State of Maine.

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It is the custom of the City of South Portland to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Questions regarding this bid should be directed to Russ Brigham, Director of Buildings and Grounds at 871-0565 Ext. 485.

Colleen C. Selberg  
Purchasing Agent

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**WORK SPECIFICATIONS**

**SCOPE:** The eight buildings throughout the school district have multiple roofs of various types; Built Up Roofing, Fully adhered membrane (EPDM & PVC), Metal, etc., all of them will require preventative maintenance and repair work. The successful contractor will be required to provide a number of services that include, but are not limited to the following:

1. Review, analysis, and estimating of work that arises at no cost to the school district.
2. Bi-Annual roof inspections with subsequent updates of AutoCAD drawings depicting the locations of concerns, leaks, deterioration, ponding, etc.
3. Annual Preventative maintenance plans and completion of PM work (provided by November of the previous year).
4. Annual roof recommendations (including moisture scans as needed) for replacement, restoration, or repairs scheduled out for five years with associated estimates of total cost for each roof recommended for work. These recommendations should be the result of Bi-Annual inspections, leak repairs, moisture scans and PM activities. Roof recommendations should be provided by end of November for the following fiscal year budget and updated in March for any damage that occurred over the winter.
5. Roof Asbestos Abatement
6. Roof repairs (membrane, built up, etc.) that require patching, material to be cut out and new replaced or employment of other methods to stop leaks into the building.
7. Flashing repair/replacement
8. Drain repairs/replacement
9. Insulation repair/adjustment or replacement
10. Miscellaneous repairs not identified
11. Work plan for each job
12. Any required local, state, or federal notification and/or permitting for each job

**Compliance & Proper protection** – All work must comply with current local, state, and federal regulations for work in schools. All surrounding items and building components must be properly and adequately be protected, from accidental damage and environmental elements.

**Warranty** - Material and workmanship shall be warranted for a minimum of two years from completion.

Any requested roofing service work will first be reviewed by the contractor and a Job Cost with Schedule will be provided. Each Job cost will include the following items as a minimum:

Estimated start/end dates

Number and type of Equipment to be used

Number and type of people to be working and number of hours for each

Purchase & marked up cost of any equipment, services, and materials that must be used to complete the work.

**SCHEDULING:** Available start date of work shall be July 1, 2014. All work as described above in scope of work shall be scheduled with the maintenance department and the building to have work completed. All work shall be cost at regular time rates unless otherwise agreed upon prior to work commencing.

**DAMAGE ASSESSMENT:** All damage to school property by contractor shall be repaired by the contractor. Prior to the commencement of work, the contractor will meet with the Director of Building and Grounds or designee to perform a property inspection. Any property damage or issues will be noted, and a report will be generated. A copy will be provided to the contractor, the Business Manager and the Director of Building and Grounds. After the work has been completed, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds or designee to survey the same property for any related damage. Repairs must be completed prior to work acceptance and submittal of final invoice, unless contractor and the Director have agreed on another completion schedule.

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**PENALTY:** Should contractor fail to perform services in accordance with this contract the City may choose to complete this work, and charges for such work completion shall be charged to the contractor and said charges may be deducted from payments to contractor under the agreement.

**INSURANCE:** A liability insurance policy protecting the South Portland School Department against claim for damages because of bodily injury, including death and property damage which may arise as a result of and/or during operations by the subcontractor, or any subcontractor either directly or indirectly employed by the contractor, shall be carried by the successful bidder. The School Department disclaims responsibilities for damages of all kinds.

**Bid Unit Costs**

<u>Personnel</u>	<u>\$/Hr</u>	<u>Equipment</u>	<u>\$/Unit</u>
Job Foreman	_____	Lift (scissors, etc.)	_____
Superintendent	_____	Negative Air machine	_____
Mechanic/Technician	_____	Crane	_____
Roof Asbestos abatement	_____	Scaffold	_____
Laborer	_____	Other Equipment1:	_____
Analysis, review, & Estimating	_____	Other Equipment2:	_____
Equipment Operator	_____	Other Equipment3:	_____
AutoCAD drafter	_____		
Project Mgr	_____		
Safety Mgr	_____		

Note: Units should be listed next to cost.

Other costs not listed – Please describe and provide costs for components of other services **not** listed above.

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**REFERENCE LIST**

Provide three references of local school projects.

<u>Company Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Phone Number</u>
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**Roof Maintenance Qualifications**

Please provide a description for the following items as they apply to performing various roof services at the SPSD and attach it to your bid submittal.

1. Roof Service – Describe how service calls are executed. Provide example of supporting documentation provided after a service call is completed.
2. Emergency Service – Explain how emergency service are delivered including the hours of the day and days of the week that it is available. Also, describe the level of skill and experience of the person(s) that would be sent.

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**CITY OF SOUTH PORTLAND**

3. Preventive Maintenance – Describe how and why your preventive maintenance services are created, why they are determined to be needed, how frequently they are done, and how are they executed and delivered. Include any pertinent supporting documentation and costs.
4. Moisture Scans – Describe how roof moisture scans are executed and delivered.
5. CAD Roof Drawings – Explain how CAD drawings are created and how are they used to document roof maintenance.
6. Budget Forecasts – Explain how roof budget forecasts are provided and how often.
7. Safety – Describe your safety program in detail. Provide supporting documentation and evidence of safe work history including your current and past 3 years of IMR and any accidents in the last 3 years as well.
8. Support Staff – Describe service support positions within your company, including job descriptions and staff tenure.
9. Training – Describe any pertinent training provided within your company and to whom that enhances the execution, delivery, quality or safety of roof maintenance services (including any OSHA, NCRA, and Manufacturers training).

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Corporation, Firm or Company)

By: \_\_\_\_\_  
(Officer, Authorized Individual or Owner)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

\_\_\_\_\_

Zip Code \_\_\_\_\_ DATE: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. Bid must include \$1,000 deposit or bid bond as specified in the bid invitation. Sealed bids are due as provided in the bid invitation.

Mailing address: P.O. Box, 9422, South Portland, ME 04116-9422  
Telephone (207) 767-3201 Fax (207) 767-7620

**Invitation to Bid**  
**Multi-Year Roofing Services Jobs Contract**  
**AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and \_\_\_\_\_ (hereinafter "CONTRACTOR"),  
WITNESSETH: \_\_\_\_\_

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

**SPECIFICATIONS:**

The CONTRACTOR shall furnish all of the material and perform all of the work described in the specifications above entitled: **Bid #XX-15 Multi-Year Roofing Services Jobs Contract** and contractors proposal dated \_\_\_\_\_, 2014 which must be attached hereto as **Exhibit A** and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement **as Exhibit A**, in return for payment as provided herein.

**COMPLETION DATE:**

1. The work to be performed under this Agreement shall be started on or before **August 14, 2014** and fully completed on or before **June 30, 2019**. Provided however, the Contractor shall not be liable for delays in performance that are caused in whole or in part by the City, third parties over which the Contractor does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

**CONTRACT PRICE:**

2. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of the unit costs in the bid table provided or quoted pricing for the work done.

**PERFORMANCE BOND:**

3. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and labor and material payment bond each in the amount of \$\_\_\_\_\_ executed by a surety company satisfactory to the City, guaranteeing the performance and payment by the CONTRACTOR.

**CITY'S RIGHT TO TERMINATE CONTRACT:**

4. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the

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CONTRACTOR shall be paid for services satisfactorily rendered through the effective date of termination hereunder.

**CONTRACTOR’S LIABILITY INSURANCE:**

5. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved. **It is a requirement that the “CITY OF SOUTH PORTLAND” be named as an Additional Insured on the General Liability and Automobile Liability policies. Not certificate holder.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by City’s negligence.

(c) **Workers' Compensation Insurance**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor’s to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) **Professional Liability**

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR

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- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.
- (g) It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.
- (h) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.
- (i) **Waiver of Subrogation**  
Payment of any claim or suit or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

**DAMAGES:**

- 6. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the CONTRACTORS negligent acts or omissions in its performance of this contract.

**ASSIGNMENT:**

- 7. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

**SUBCONTRACTS:**

- 8. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its subCONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**PAYMENTS:**

- 9. The CITY shall make payments on account of the Agreement as follows:  
  
as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF SOUTH PORTLAND, MAINE

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Suzanne Godin  
Superintendent

CONTRACTOR

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness