

INVITATION TO BID
Construct New Highway Building
June 7, 2018

The Town of Brentwood is soliciting sealed bids from qualified contractors for the Materials and erection of a 7,200 SF highway building at the Brentwood highway Dept. located at 207 Middle Road Brentwood NH 03833.

BID REQUIREMENTS:

- A. There will be a pre-bid conference at 8:00am on Wednesday, June 20, 2018 at the Brentwood Highway Department located at 207 Middle Road, Brentwood NH.
- B. Bids must be submitted in a sealed envelope addressed to the Selectmen's Office located at 1 Dalton Road, Brentwood NH 03833, and clearly labeled "SEALED BID – **Highway Building**". Fax bids or email documents will not be accepted.
- C. The deadline to submit a bid is **2:00 pm local time on Monday, July 9, 2018. The bids received will be publicly opened and read at 9:00 am local time on Wednesday, July 11, 2018.** The Town reserves the right to reject any or all bids, to accept any bid, to waive any informality or irregularity on bids received in the best interest of the town.
- D. **EIGHT (8) complete copies of the bid shall be furnished with each submission.**
- E. Bidders must provide a lump sum guaranteed price quote for all aspects of the work, including, but not limited to all materials, labor, tools, scaffolding, equipment, delivery, installation, disposal, and clean-up associated with the project.
- F. Bidders should note that the site will remain open to the public and must be safely separated
- G. Bidders must provide a statement with their bid submissions that clearly identifies any and all exclusions, deviations or limitations to the bid specifications.
- H. Interested firms are required to provide evidence of their qualifications and experience. A minimum of 5 references with contact information is required with each bid.
- I. 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 3

days of the proposed start date without notice shall be cause for the Town to cancel the contract.)

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

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 based upon inspection and measurement of the existing building and the specifications herein. 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.
- b) Each bidder is expected to be thoroughly familiar and comply with the state codes including, but not limited to worker safety, municipal contracts, and building codes.
- c) 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 Town in writing), and to execute a written contract using the agreement form as included herein. Failure to execute a contract within 7 days of written notification shall be cause for cancellation of the bid acceptance and award.

- d) **The project completion date is December 1, 2018.** 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.
- e) Bidders shall assume all costs and expenses associated with the preparation and submission of a bid.
- f) The Town of Brentwood reserves the right to accept or reject any bids and to waive any minor bid defects bid as may be in the Town's best interest, and to request additional information from any bidder prior to issuing a notice of award or soliciting new bids.
- g) The Project Manager shall mean the Code Enforcement Officer, and/or Owner's authorized representative, will act in connection with completion of the Project in accordance with the Contract Documents.
- h) The following factors will be considered as the basis for award of the Bid, to be determined solely by the Town:
 - (a) Price
 - (b) Compliance with Bid Requirements
 - (c) Exclusions and Limitations
 - (d) References and Qualifications
- i) RSA 447:16 requires a contractor to post sufficient security, by bond or otherwise, for all repairs to public buildings in excess of \$35,000. Therefore, the Town shall withhold all payments due to the contractor, as security collateral, pending submission of a release by all suppliers and subcontractors used in carrying out the requirements of the project. In lieu thereof, the contractor may provide the Town with a bond in the amount of 100% of the project cost provided the bond instrument and issuing agent is acceptable to the Town.
- j) The Town shall provide the contractor with access to electrical power, rest room facilities, and local permits (if applicable) at no charge. The Contractor shall be responsible for all labor and materials necessary to utilize these utilities.
- k) Payment by the Town may allow payment of materials purchased and secured. Full payment to be made upon completed installation and acceptance by the Town, 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.
- l) The contractor shall use every precaution to prevent injury or damage to Town 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 Town of Brentwood, 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 Town, at the contractor's expense, any property that may be damaged during the execution of the work, including warranty work.

- m) 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 Highway Dept. 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 Highway vehicles are not prone to tire punctures from nails or other sharp objects.
- n) The following amounts and types of insurance coverage will be required to be in place for the contractor and all subcontractors, with proof to be furnished prior to the execution of the project agreement. The Town of Brentwood shall be named as additional insured/certificate holder for each policy.
 - Comprehensive Liability - \$2,000,000
 - Automobile Liability - \$1,000,000
 - Worker's Compensation – per NH law
 - Builder's Risk – 100% of contract value
- o) Any changes to the work that result in a cost increase/decrease shall be set forth in a written change order approved by the Town and the contractor prior to being implemented.
- p) Questions about these bid specifications may be submitted in writing to the Town's Building inspector. The Town reserves the right to share written correspondence with all interested bidders and to issue addendums to these specifications as may be necessary.
- q) The contractor will be responsible for all costs incurred by the Town, including legal and inspection fees, in the event that the contractor fails to perform the work in accordance with these project specifications. The Town reserves the right to use monies that may otherwise be due to the contractor, if necessary, to complete the work and/or repair defective work and/or pay any valid claims for damages or unpaid liens arising from the project.
- r) The contractor will submit product samples and warranty information (including claims information) for all materials to be installed to the Town's Project Manager for review and approval prior to installation.

PROJECT SPECIFICATIONS:

SCOPE OF WORK TO BE BASE ON DESIGN/PLAN FROM EMANUALE ENGINEERING # 18-006
PLAN MAY BE VIEWED AND 11X17 COPIES OBTAINED AT TOWN HALL 1 DALTON RD

1. All work to be performed under this contract shall be to the highest industry standards in a professional workmanlike manner.
 2. Site work to include excavation and grade
 3. Footing and 8" frost wall
Floor 6" with radiant tube and future Plumbing runs
 4. Wood Frame 2x8
All exterior sheathing to be 4/5 ply fir
Interior kick may be SYP
 5. Insulation R25 wall R38 ceiling
 6. ½ "drywall interior wall and ceiling
 7. Siding vinyl
 8. Roof asphalt
 9. Electric service prep 400 amp with receptacles & lighting
 10. Radiant heat.
 11. The contractor will submit compaction and concrete test results to meet Plan specifications.
12. All products to be furnished as part of these bid specifications shall be new and free from defects. Any warranty issues shall be cured in-place by the contractor to the satisfaction of the Town in a prompt and reasonable manner; otherwise the Town shall reserve the right to repair and pursue all such costs, including collection expenses against the contractor as may be allowed by law.

CONTRACT AGREEMENT
Brentwood Town Office Roof Replacement

THIS AGREEMENT made as of the _____ **day of July in the year 2018**, by and between the Town of Brentwood, 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- shall mean the Code Enforcement Officer, and/or Owner’s authorized representative, will act in connection with completion of the Project in accordance with the Contract Documents.

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 one hundred percent 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. The fee for the Town of Brentwood Building permit shall be waived.

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

ARTICLE XII – MISCELLANEOUS

XII.1. 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.

XII.2. 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.

XII.3. 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.

XII.4. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

XII.5. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

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

BIDDER:

BY: _____

Date: _____

TITLE: _____

TOWN OF BRENTWOOD, N.H.

BY: _____

Date: _____

Brentwood Board of Selectmen