

# Town of Jay

## **Request for Proposals - Invitation to Bid Public Works Storage Barn Roof Replacement**

The Town of Jay is seeking proposals to replace the shingle roof system on the Public Works Storage Barn located at 519 Main Street in Jay. Bids are to be in sealed envelopes clearly marked "Public Works Roof Bid" and are due by December 20, 2017 at 4:00 PM at the Town Office, 340 Main Street, Jay, ME 04239. Bids submitted via email, fax, or any other way than in a sealed, marked envelope will not be accepted. Bids will be opened publicly at the following Select Board meeting (date and time to be announced) and awarded either at the meeting or discussion of the bid award will continue and be announced.

The contract is to be completed no later than May 30, 2018. Per day late charges will be subtracted from the contract amount for each day the project is not complete after May 30, 2018. The late fee will be \$100.00 per calendar day. Payment from the Town will be made in full within 15 days of receipt of the contractor's invoice at the completion of the project.

Bidding contractors shall be regularly engaged in the roofing trade and the Town will require that references be provided. The successful contractor, and sub-contractors if any, shall provide proof of general liability insurance in the amount of \$1,000,000 that names the Town of Jay as an additional insured and, if applicable, workers compensation insurance in the state statutory amount prior to commencement of work. The contractor shall guarantee all material and labor for one year from date of completion. Manufacturer's warranties in excess of one year shall apply to all materials, as appropriate.

The Town of Jay reserves the right to accept or reject any or all bids. The successful bidder shall be selected based on the ability to fulfill the project as described for the cost deemed to be in the best interest of the Town.

Questions regarding the project may be directed to:

Shiloh LaFreniere, Town Manager	<b>OR</b>	John Johnson, Public Works Director
340 Main Street		519 Main Street
Jay, Maine 04239		Jay, Maine 04239
(207) 897-6785		(207) 557-5821
<a href="mailto:jmanager@jay-maine.org">jmanager@jay-maine.org</a>		<a href="mailto:jhighway@jay-maine.org">jhighway@jay-maine.org</a>

## **Bid Specifications for Public Works Storage Barn Roof Replacement**

**Scope of Work:** Provide labor, materials, fasteners, equipment, staging and incidentals required to complete the project under one of the following Options. The Town will provide and dispose of a container for removed shingles. All other material will be the responsibility of the contractor to dispose of at the Jay Transfer Station. Debris shall be placed in the container at the end of each day and contractor shall make every effort to prevent nails from remaining on the grass, gravel and pavement during the construction. Site must be 100% clean at project completion, including magnetic sweeping of job site upon completion of project. The contractor shall cover uncovered portions of the roof during the project to protect the building from water infiltration during inclement weather. It shall be the responsibility of the contractor to ensure that utilities are contacted for appropriate relocation during the project as well as reconnection of utilities upon completion.

### **Option A: Removal and Re-shingle**

1. Remove all existing asphalt shingles, felt paper, etc.
2. Repair/replace any damaged sheathing. Sheathing damage identified by the contractor shall be reviewed with the Public Works Director to determine replacement need. Cost for sheathing replacement shall be added to the bid cost as agreed by the Town.
3. Install painted 8" galvanized drip edge (color to be determined by Town).
4. Cover lower edges of the roof with two complete courses/6 feet of IKO Goldseal Ice & Water Shield.
5. Cover remaining sections of the roof deck with Roof Guard prior to shingle installation.
6. Install a minimum of IKO Cambridge 30 year architectural shingles (color to be determined by Town) using at least 1¼" galvanized roofing nails properly installed. Starter strip shall be IKO Leading Edge starter strips.

### **Option B: Re-shingle Over Existing Shingles**

1. Install painted 8" galvanized drip edge over shingles (color to be determined by Town).
2. Install a minimum of IKO Cambridge 30 year architectural shingles (color to be determined by Town) using at least 1½" galvanized roofing nails properly installed. Starter strip shall be IKO Leading Edge starter strips.

### **Option C: Removal of Shingles and Metal Roof**

1. Remove all existing asphalt shingles, felt paper, etc.
2. Repair/replace any damaged sheathing. Sheathing damage identified by the contractor shall be reviewed with the Public Works Director to determine replacement need. Cost for sheathing replacement shall be added to the bid cost as agreed by the Town.
3. Cover lower edges of the roof with one complete course/3 feet of IKO Goldseal Ice & Water Shield.
4. Cover remaining sections of the roof deck with Roof Guard prior to metal installation.
5. Install 24 Gauge Commercial Grade Steel Roofing Sheets with drip edge and rake trim (color to be determined by Town). Each sheet shall be one piece from eave to the ridge, gable trim, eave trim, ridge cap, and shall be properly fastened to the current roof deck.

### **Option D: Strap and Metal Roof**

Install 24 Gauge Commercial Grade Steel Roofing Sheets with drip edge and rake trim (color to be determined by Town). Each sheet shall be one piece from eave to the ridge, gable trim, eave trim, ridge cap, and strapped 24 inch on center with 1"x4" strapping and shall be properly fastened to the current roof deck.

### **Cupolas – Either Shingle or Metal to be included with All Options:**

1. Remove all existing asphalt shingles, felt paper, etc.
2. Repair/replace any damaged sheathing. Sheathing damage identified by the contractor shall be reviewed with the Public Works Director to determine replacement need. Cost for sheathing replacement shall be added to the bid cost as agreed by the Town.
3. Cover all roof decks with IKO Goldseal Ice & Water Shield.
4. Caulk and flash around each cupola.
5. For Shingles: Install painted 8" galvanized drip edge (color to be determined by Town). Install a minimum of IKO Cambridge 30 year architectural shingles (color to be determined by Town) using at least 1¼" galvanized roofing nails properly installed. Starter strip shall be IKO Leading Edge starter strips.

6. For Metal: Install 24 Gauge Commercial Grade Steel Roofing Sheets with drip edge, rake trim and side wall trim (color to be determined by Town). Each piece shall be properly fastened to the current roof deck.

Substitution of specified materials with equivalent or superior properties may be allowed, subject to written approval by the Jay Select Board. Bids shall indicate if substitution is proposed and specify the materials proposed.

**Town of Jay - Public Works Storage Barn Roof Replacement**  
**Bid Submission Form**

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**TOTAL BID (May Bid Any and/or All Options - Cupola Must be Included in All Bids)**

Option A - Removal and Re-shingle: \_\_\_\_\_

Option B - Re-shingle Over Existing Shingles: \_\_\_\_\_

Option C - Removal of Shingles and Metal Roof: \_\_\_\_\_

Option D - Strap and Metal Roof: \_\_\_\_\_

**Bid Amount - Bidder must specify manufacturer and products proposed to be used, warranty life and cupola details within 30 days of bid award.**

Approximate date the Contractor will begin the job: \_\_\_\_\_

Approximate number of work days necessary to complete: \_\_\_\_\_

References (List at least 3 references with names and contact information.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other details:

\_\_\_\_\_  
\_\_\_\_\_

I understand that the project as described is to be completed by May 30, 2018 and that a penalty of \$100/day will be applied to the contract price for each calendar day beyond the completion date. I understand that the Town of Jay reserves the right to accept or reject and or all bids. I understand that I will be required to file proof of general liability insurance and workers compensation insurance and will sign an Independent Contractor Agreement (attached) if awarded the bid for this project. I guarantee the price stated above through May 30, 2018.

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

Printed Name & Title: \_\_\_\_\_

Bids are to be in sealed envelopes clearly marked "Public Works Roof Bid" and are due by December 20, 2017 at 4:00 PM at the Town Office, 340 Main Street, Jay, ME 04239. Bids submitted via email, fax, or any other way than in a sealed, marked envelope will not be accepted. Bids will be opened publicly at the following Select Board meeting (date and time to be announced) and awarded either at the meeting or discussion of the bid award will continue and be announced.

Newspaper Ad:

Town of Jay, Maine – Requests for Proposal

The Town of Jay is seeking bids to replace the roof at the Public Works Storage Barn. Bid forms are available on the Town's website ([www.jay-maine.org](http://www.jay-maine.org)), by email ([jmanager@jay-maine.org](mailto:jmanager@jay-maine.org)) and at the Town Office (340 Main Street, Jay). Sealed bids are due at the Town Office by 4:00 pm, Wednesday, December 20, 2017.

# Town of Jay

## Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between the Town of Jay (the "Town") municipality of Jay Maine, and \_\_\_\_\_ (the "Contractor"), of \_\_\_\_\_ . In this Agreement, the party who is to receive the service(s) shall be referred to as the "Town", and the party who will be providing the service(s) shall be referred to as "Contractor". This agreement is not an offer or promise of a contract for work, but to agree that any work done for the Town of Jay by the "Contractor", is done as a Responsible Independent Contractor, and as such, the "Contractor" must prove Workers Compensation and Commercial General Liability Insurance coverage, and compliance with applicable state and federal employment laws. The "Contractor" also agrees to the following items:

1. **Description of Services.** Beginning on \_\_\_\_\_, Contractor will provide the following service: \_\_\_\_\_ .
2. **Payment for Services.** The Town will pay compensation to Contractor for the Service(s). Payments will be made as follows:  
\_\_\_\_\_
3. **Term/Termination.** Termination of this agreement will occur as follows:  
\_\_\_\_\_
4. **Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the Town, and not an employee of the Town. The Town will not provide fringe benefits to the Contractor, including Worker's Compensation Insurance. The Town requests a current W-9.
5. **Confidentiality.** Contractor may have had access to proprietary, private and/or otherwise confidential information of the Town. Confidential Information shall mean all non-public information protected by State Statute and Federal Law. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose or communicate in any manner any Confidential Information. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to the Town all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.
6. **Injuries.** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor, and Contractor's employees, if any. Contractor waives the rights to recovery from the Town for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement and that are a result of negligence of the Contractor or the Contractor's employees. Contractor will provide the Town with a Certificate of General Liability Insurance and Worker's Compensation Insurance  *naming the Town as an additional insured party.*
7. **No Conflicts.** Contractor hereby represents and warrants to the Town that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.
8. **Indemnification.** Contractor agrees to indemnify and hold harmless the Town from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Town that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.
9. **Waiver of Breach.** The waiver by the Town of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
10. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Maine.

12. **I-9's.** All employers must complete and retain Forms I-9 for every person they hire for employment on or after Nov. 6, 1986, in the United States as long as the person works for pay or other type of compensation. Forms I-9 verify the eligibility of an employee to work legally in the United States.

13. **Signatories.** This Agreement shall be signed by  Lisa Bryant  on behalf of the Town of Jay, and by \_\_\_\_\_ (please print) on behalf of \_\_\_\_\_.

This Agreement is effective as of the date first above written.

**Town of Jay**

By: \_\_\_\_\_ (name)  
Finance Director \_\_\_\_\_ (Title)

*By signing this agreement, you are acknowledging that you are engaged in an independently established business. As such, if you or your employees are hurt on the job, you/your employees are not entitled to Workers' Compensation; and when the job ends, you/your employees are not entitled to unemployment insurance. Other rights and benefits such as wrongful discharge, wage protection statutes, health or life insurance benefits, social security or retirement benefits, and vacation or sick leave, do not apply you or your employees. You are responsible for withholding and reporting your own payroll taxes. You also acknowledge that you are a Responsible Independent Contractor. By definition a Responsible Independent Contractor is: A contractor or subcontractor who pays workers a fair wage and a fair benefit, as evidenced by payroll and employee records, based upon local market factors, and comparable job or trade classifications, and the scope and complexity of the services provided. You also agree to provide on request such payroll and employee records, including forms I-9 that will help determine compliance with state and federal employment laws.*

**Contractor**

By: \_\_\_\_\_ (name)  
\_\_\_\_\_ (Title)

**Contractor must provide to the Town:**

- 1.) Certificate of General Liability Insurance (naming Town of Jay Additional Insured)   
\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
- 2.) Automobile Liability (Including Hired & Non-Owned)   
\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
- 3.) Certificate of Workers Compensation Insurance   
Required for all personnel (In compliance with Applicable State Law)
- 4.) W-9 – Request for Taxpayer Identification Number and Certification
- 5.) Website address
- 6.) A business card