

OFFICIAL COPY NO. _____

TOWN OF WAREHAM



INVITATION FOR BIDS

REPLACEMENT OF WAREHAM FREE LIBRARY PVC FLAT ROOF

IFB's DUE:

Wednesday January 11, 2023 : 1:00pm

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Administration Office
Memorial Town Hall
54 Marion Road
Wareham, MA 02571
Attn: David Menard, Director
dmenard@wareham.ma.us

TOWN OF WAREHAM

Legal Notice to Bidders

INVITATION TO BID

SEALED BIDS for the **Wareham Free Library PVC Flat Roof Replacement**, 59 Marion Road, Wareham, MA 02571, shall be received at the Administration Office of Wareham Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until 1:00 p.m. on Wednesday, January 11, 2023, at which time and place will be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. Bid submissions must be made in a sealed envelope clearly marked "Wareham Free Library Flat PVC Roof Replacement" The Town of Wareham assumes no liability for bids mistakenly opened due to improperly envelopes and will return same to bidder without notice.

Appropriation of monies for this project was voted and approved at the Special Town Meeting on April 25, 2022 as Article S3 – Spring Capital.

Wages are subject to minimum wage rates as per M.G.L., Chapter 149, Section 26 to 27D inclusive.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, §39M

A bid deposit or bond in the amount of 5% of the bid is required. The SUCCEFUL BIDDER shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within ten (10) days after notification of award.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

I. SUBMISSION REQUIREMENTS

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
 - 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
 - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise.
- B. Bid submissions shall be made in a sealed envelope clearly marked "**Wareham Free Library PVC Flat Roof Replacement**". In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
 - 1.) All copies should be printed double sided.
 - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
 - 3.) All proposals and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
 - 4.) Vendors should submit materials in a format, which allows for easy removal and recycling of paper materials.
 - 5.) Vendors are encouraged to use other products, which contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
 - 6.) Unnecessary samples, attachments or documents not specifically requested, should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Use of the corporate seal is required only when applicable and available.
- F. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, "Insurance").
- G. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.
- H. The successful bidder shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within ten (10) days after notification of award.
- I. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- J. Bidder's certification regarding payment of prevailing wages (attached).
- K. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- L. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).

M. Certification of OSHA training by bidder.

II. CONTRACT DOCUMENT

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'
2. Any IFB addendum
3. Notification of Award
4. Any other documents by mutual agreement of the Town and successful bidder

III. TERM OF CONTRACT

A. TIME IS OF THE ESSENCE.

B. It is anticipated that this bid will be awarded within 30 days after the bid opening.

C. One contract will be awarded.

D. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.

E. All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, §39M.

IV. EVALUATION CRITERIA

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers all questions as required by this bid documents. Includes all forms and certifications required by Section. I "Submission Requirements"
2. Includes proper bid deposit.

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has sold, delivered, and applied the specified items for no less than three (3) years
2. Provides, at the request of the Purchasing Administrator, no less than three (3) favorable references of previous work of similar scope and size.
3. Demonstrates the ability to work within the term of the contract as described in Section III above.

4. It is the intention of this Public Agency not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award

the contract as is deemed to be in the best interest of said Public Agency.

5. Must possess quality work ethics

V. PRICE EVALUATION

Quoted prices are guaranteed to be fixed for the term of this contract.

- A. Discounts based on time of payment shall not be considered.
- B. No additional cost shall be added for delivery.
- C. 'Best Price' will be based on the lowest total price offered by a responsive and responsible bidder.

VI. PRE-BID CONFERENCE

There will not be an on-site pre-bid conference, please see the attached spec sheet.

VII. INSURANCE

- A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000,000 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

- B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

- C. Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

- 1.) Coverage A – Massachusetts
 - 2.) Coverage B - \$500,000 per insuring agreement

- D. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days' advance notice of cancellation, intent not to renew, or material change in coverage.

- E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any

and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

F. The Town of Wareham is to be included as an additional insured under contractor's policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor.

VIII. AFFIRMATIVE ACTION

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

IX. PREVAILING WAGES

A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation shall be made on the bases of the Minimum Wage Schedule, as determined by the Commission of Labor and Industries pursuant to the provisions of Chapter 149, Section 26 27D inclusive, of the General Laws, as amended.

B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

C. The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: _____

CONTRACTOR: _____

NAME: _____

TITLE: _____

X. SUBSTITUTION

A. All specifications provided are considered to be minimum quality and/or quantity acceptable.

B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of 'equal to or better than' standard may be substituted unless stated otherwise.

- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

XI. ASSIGNMENT OF CONTRACT

The contractor shall not be permitted to either assign or underlet the contract, nor assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Town of Wareham. Such consent shall not be unreasonable withheld.

XII. PERMITS, FEES AND NOTICES

The Contractor shall obtain and pay for all permits, licenses, certificates, inspections and other legal fees required, both permanent and temporary.

XIII. SPECIFICATIONS

See below Section 07 54 19 and attached documents.

SECTION 07 54 19

POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section. The intention of this Section 07 54 19 is to provide a complete PVC roofing system including all necessary flashing, penetrations, and appurtenances to assure a waterproof roof for the area specified.

1.02 SUMMARY

- A. Section Includes:
 - 1. Adhered polyvinyl chloride (PVC) roofing system.
 - 2. Vapor retarder.
 - 3. Walkways.

1.03 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.04 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.
 - 1. Meet with Owner, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.

7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.
- B. Preinstallation Roofing Conference: Conduct conference at Project site.
1. Meet with Owner, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. For system component fasteners, include copy of FM Approvals' RoofNav listing.
- B. The selected contractor shall carry certification of the roof under the 9th Edition Building Code, 780 CMR, by a Registered Design Professional licensed in the Commonwealth of Massachusetts. This design professional shall provide initial and final affidavits to satisfy the building permit.
- C. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
1. Base flashings and membrane terminations.
 2. Flashing details at penetrations.
 3. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
 4. Tie-in with air barrier.
- D. Samples for Verification: For the following products:

1. Roof membrane and flashing, of color required.
 2. Walkway pads or rolls, of color required.
- E. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of compliance with performance requirements.
 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For roof membrane tests performed by independent qualified testing agency indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
- E. Field Test Reports:
1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- F. Field quality-control reports.
- G. Sample Warranties: For manufacturer's special warranties.

1.07 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.08 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.

- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.010 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.011 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes roof membrane, base flashings, fasteners, cover boards, and other components of roofing system.
 - 2. Warranty Period: 30 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, fasteners, cover boards, vapor retarders, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.
 - 1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474; and associated building code wind speeds as indicated on the drawings:
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
 - 1. Fire/Windstorm Classification: Class 1A-90 Class 1A-105
 - 2. Retain one option in "Hail-Resistance Rating" Subparagraph below based on geographical location of Project or desired rating. Verify availability of roofing systems, including specified components, that comply with these ratings using FM Approvals RoofNav.
- E. ENERGY STAR Listing: Roofing system shall be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low slope roof products.
- F. Energy Performance: Roofing system shall have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.
- G. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- H. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.02 POLYVINYL CHLORIDE (PVC) ROOFING

- A. PVC Sheet: ASTM D4434/D4434M, Type III, fabric reinforced.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Syntec Systems.
 - b. Duro-Last Roofing, Inc.
 - c. Soprema, Inc.
 - 2. Thickness: 80 mills.
 - 3. Exposed Face Color: White.
- B. Source Limitations: Obtain components for roofing system from manufacturers approved by roof membrane manufacturer.

2.03 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Roof Vents: As recommended by roof membrane manufacturer.
 - 1. Size: Not less than 4-inch diameter.
- E. Bonding Adhesive: Manufacturer's standard, water based.
- F. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- G. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- H. Slip Sheet: ASTM D2178/D2178M, Type IV, glass fiber, asphalt-impregnated felt.
- I. Slip Sheet: Manufacturer's standard, of thickness required for application.
- J. Vented Base Sheet: ASTM D4897/D4897M, Type II; nonperforated, asphalt-impregnated fiberglass reinforced, with mineral granular patterned surfacing on bottom surface.

- K. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
 - 1. Fasteners: 1-1/2-inch stainless steel fasteners with neoprene washers.
- L. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- M. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.04 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D312/D312M, Type III or Type IV
- B. Asphalt Primer: ASTM D41/D41M.

2.05 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.
 - 1. Size: Approximately 24" wide or 24 by 24 inches pad.
 - 2. Color: Contrasting with roof membrane.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations.
 - 3. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 - 4. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer, when tested according to ASTM F2170.
 - a. Test Frequency: One test probe per each 1000 sq. ft. of roof deck, with no fewer than three test probes.

- b. Submit test reports within 24 hours of performing tests.
 - 5. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 - 6. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
 - 7. Verify that minimum curing period recommended by roofing system manufacturer for lightweight insulating concrete roof decks has passed.
 - 8. Verify that any damaged sections of cementitious wood-fiber decks have been repaired or replaced.
 - 9. Verify that adjacent cementitious wood-fiber panels are vertically aligned to within 1/8 inch
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
 - 1. Submit test result within 24 hours of performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.
- D. Install sound-absorbing insulation strips according to acoustical roof deck manufacturer's written instructions.

3.03 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.04 INSTALLATION OF VAPOR RETARDER

- A. Polyethylene Film: Loosely lay polyethylene-film vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 and 6 inches, respectively.
 - 1. Extend vertically up parapet walls and projections to a minimum height required by the manufacturer.
 - 2. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.05 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. Fabric-Backed Roof Membrane Adhesive: Apply to substrate at rate required by manufacturer, and install fabric-backed roof membrane.
- G. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- H. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- I. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
 - 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.06 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.07 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
 - 1. Install flexible walkways at the following locations:
 - a. Perimeter of each rooftop unit.
 - b. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
 - c. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
 - d. Top and bottom of each roof access ladder.
 - e. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
 - f. Locations indicated on Drawings.
 - g. As required by roof membrane manufacturer's warranty requirements.
 - 2. Provide 6-inch clearance between adjoining pads.
 - 3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.08 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Owner
- B. Perform the following tests:
 - 1. Flood Testing: Flood test each roofing area for leaks, according to recommendations in ASTM D5957, after completing roofing and flashing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.

- a. Perform tests before overlying construction is placed.
 - b. Flood to an average depth of 2-1/2 inches with a minimum depth of 1 inch and not exceeding a depth of 4 inches. Maintain 2 inches of clearance from top of base flashing.
 - c. Flood each area for 24 hours.
 - d. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - e. Testing agency shall prepare survey report indicating locations of initial leaks, if any, and final survey report.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Owner, and to prepare inspection report.
 - D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
 - E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.09 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.010 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: <Insert name of Owner>.
 - 2. Address: <Insert address>.
 - 3. Building Name/Type: <Insert information>.
 - 4. Address: <Insert address>.
 - 5. Area of Work: <Insert information>.
 - 6. Acceptance Date: _____.
 - 7. Warranty Period: <Insert time>.

8. Expiration Date: _____.

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding <Insert mph>;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
 5. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

6. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

XIV. CONTRACT PRICES

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Municipal Maintenance Department, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.
2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.
3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

	Yes	No
a. Is the bidder a Minority Business Enterprise (MBE)?	[]	[]
b. Is the bidder a Women Business Enterprise (WBE)?	[]	[]
c. Does the bidder possess a business certificate in the Town of Wareham?	[]	[]
d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months?	[]	[]
e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham?	[]	[]
f. Is this bid for contracted services?	[]	[]
1. If yes, will any portion be sub-contracted?	[]	[]
2. Approximately how many people in total will work on this contract?		_____

Total price for the **Replacement of the PVC flat roof on the Wareham Free Library** as specified in the IFB:

\$ _____

(Written amount in words)

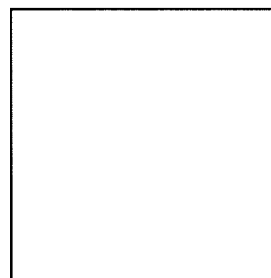
Authorized Signature

Name and Title (Print or Type)

Date

Telephone Number

Fax Number



Corporate Seal

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

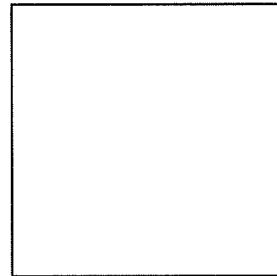
Authorized Signature

Date

Social Security Number or Federal
Identification Number

Legal Name of Business Entity (Please Print or Type)

Address: _____



All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

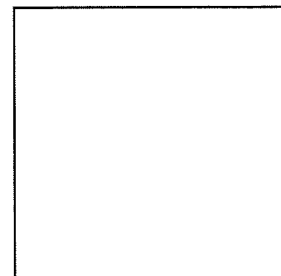
BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date

Signature of Authorized Representative

Name and Title (Print or Type)



**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE IN
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

_____, its officers and members all,
Legal Name of Bidder's Business Entity

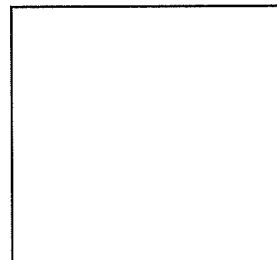
through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by _____, its agents, servants or employees.

Legal Name of bidder's Business Entity

Authorized Signature

Name and Title (Print or Type)

Date



CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. c. 62C, §49A, I hereby certify that _____
Legal Name of Bidder's Business Entity

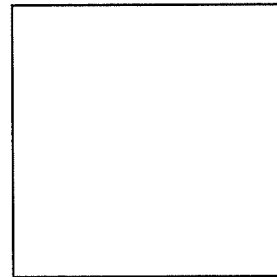
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

Authorized Signature

Name and Title (Print or Type)

Date



Corporate Seal

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____
(Name of Corporation)

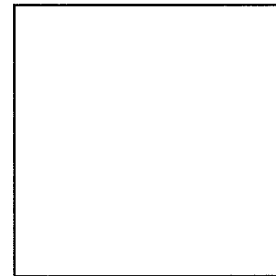
held on _____ it was voted, that _____
(Date) (Name)

_____ of this company, be and hereby is
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Clerk

Date



Corporate Seal