

Invitation to Bid
Town of Warren, RI
Provision of EPDM Membrane Roofing System

The Town of Warren seeks sealed bids for the provision of EPDM membrane roofing system on three (3) sewer pumping stations.

Specifications are available online at www.townofwarren-ri.gov or in the Warren Town Clerk's Office, 514 Main Street, between 9 a.m. and 4 p.m. Monday through Friday.

Bids shall be submitted in a sealed envelope marked "EPDM ROOFING" and delivered to the Town Clerk's Office prior to 10 a.m. Tuesday, September 6, 2011, at which time the bids will be publicly opened and read.

The Town of Warren reserves the right to reject any or all bids and to waive any informalities and to accept the proposal deemed to be in the best interest of the Town.

Persons requesting interpreter services for the hearing impaired must notify the Town Clerk's Office not less than 48 hours prior to the bid opening. (401-245-7340)

Warren is an equal opportunity provider and employer.

Julie A. Coelho
Town Clerk

INSTRUCTIONS TO BIDDERS

1. DEFINITION OF TERMS

- 1.1 The word “Town” is used to designate the Town of Warren having its principal office at 514 Main Street, Warren, RI 02885-4369, or its duly authorized representatives for whom the goods or services described are to be acquired.
- 1.2 The term “Contract Documents” means all documents contained in the “Specifications and Bid Documents” along with any addenda thereto, and also includes all Plans, Reports or other drawings or materials specifically referred to in the Contract Documents.
- 1.4 The word “Bidder” is used to designate any party submitting a Bid to supply the goods or services specified in the Contract Documents.
- 1.5 The words “Scope of Work” or “Scope of Services,” which may be used interchangeably, mean that which is required, whether fully or partially provided, and includes all other labor, materials, equipment and services provided or to be provided to fulfill the obligations of this Contract.

2. BIDDERS TO EXAMINE CONTRACT DOCUMENTS

- 2.1 In accordance with the terms and conditions of the contract documents, the Bidder must do the following before submitting a bid:
 - 2.1.1 Examine the Contract Documents thoroughly.
 - 2.1.2 Become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Contract.
- 2.2 Bidders must carefully examine the contract Documents and, in addition, must use whatever means may be necessary to completely satisfy themselves of the extent and requirements thereof.
 - 2.2.1 Bidders desiring to make site visits to the worksites should contact the following to make necessary arrangements;

David Komeiga, Plant Manager
425 Water Street
Warren, RI 02885
401 245--8326

- 2.3 Submission of a Bid by a bidder is a representation that the Bidder has become familiar with the extent and requirements of the Contract and has correlated personal observations with the requirements of the Contract Documents.
- 2.4 Failure on the part of Bidders to thoroughly acquaint themselves with all details of all goods or services to be provided under the Contract and the conditions

under which they will be provided will not be considered as a valid excuse for claims of any kind after the award of the Contract.

3. INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 If Bidders fail to fully understand any clause or requirement of the Contract Documents, inquiry must be made of the Purchasing Director for an interpretation in advance of the submission of the bid. Also, Bidders shall promptly notify the Purchasing Director of any ambiguity, inconsistency or error that they may discover upon examination of the Contract Documents. Such inquiries or notices shall be in writing and shall be received by the Purchasing Director at least seven (7) days prior to the date fixed for the opening of bids. Inquiries that are received fewer than seven (7) days prior to the date fixed for the opening of bids may not be answered. Answers will be issued in the form of addenda mailed or delivered to all parties known as having received a set of the Contract Documents. Only those questions that are answered by written addenda shall be binding. Oral and any other interpretations that may be given will be considered as having no legal effect on either the Bidder or the Town.
- 3.1.1 Receipt of addenda must be acknowledged in the space provided for the purpose in the Bid Forms. If a Bidder does not acknowledge receipt of any Addendum, he shall still be required to comply with said Addendum.
- 3.1.2 All Addenda shall become part of the Contract Documents and shall take precedence over the original Contract Documents. Subsequent Addenda shall take precedence over previously issued Addenda.
- 3.2 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modifier or an article is absent from one (1) statement and appears in another is not intended to affect the interpretation of either statement.

4. SCOPE OF SERVICE

- 4.1. Furnish and install a Fully Adhered EPDM Roofing Membrane with flashings and accessories necessary to comprise a roofing system. All products and accessories shall be installed in strict compliance with current specifications and drawings as published by the manufacturer.
- 4.2. The Contractor shall:
- 4.2.1. Inspect the substrate for defects or incompatibility and notify the Town immediately.
- 4.2.2. Install wood nailers on all roof edges where insulation thickness is greater than one-half (1/2) inch; all expansion joints; all pitch pockets greater than twelve (12) inches on any one side; in support of the entire flange of all sheet metal.

- 4.2.3. Install vapor barriers as needed.
- 4.2.4. Meet ASTMs as specified for each type of installation.
- 4.2.5. Extend flashings and membranes up a minimum of eight (8) inches on all protrusions and a minimum of twelve (12) inches on all parapet walls.
- 4.2.6. Install walkway pads or pavers at all access points to the roof and around units requiring regular maintenance.
- 4.2.7. Sweep roof decks and flashing surfaces clean of all debris; ensure all surfaces are free of contaminants such as, but without limitation, oil, grease, cement scale, paint etc.
- 4.2.8. In cases where vertical surfaces will not accept bonding adhesive, cover such surfaces with a minimum ½-inch high density fiberboard, ½-inch CDX plywood, 1/8-inch tempered hardboard or 7/16-inch OSB properly fastened to parapet and building vertical walls.

5. QUALITY ASSURANCE

- 5.1. The roofing system shall be installed exclusively by an independent contractor eligible to apply for manufacturer warranties.
- 5.2. There shall be no deviations from this specification or manufacturer's standard details without prior written approval from manufacturer.

6. SUBMITTALS

- 6.1. As part of the bid package, the contractor shall submit to the Owner or Owner's representative the following items:
 - 6.1.1. Copies of manufacturer's specifications and published product data.
 - 6.1.2. Samples of each material to be used in the roof system.
 - 6.1.3. Specimen copy of manufacturer's warranty
 - 6.1.4. Dimensioned shop drawings to include an outline of the roof and appropriate details for flashings and terminations.
 - 6.1.5. Certification from insulation, roofing and accessory components manufacturers that all materials supplied comply with identified ASTM and industry standards.

6.1.6. Verification that system specifications meet all identified code and insurance requirements.

7. PRODUCT DELIVERY, STORAGE AND HANDLING

- 7.1. All products delivered to the job site shall be in their original unopened containers or wrappings and clearly labeled with the manufacturer's name, product identification and date of manufacture.
- 7.2. All materials shall be protected from damage during transit, storage and delivery to the job site. Place all materials on pallets and protect from moisture. Materials damaged in handling or storage shall not be used.
- 7.3. All materials shall be stored in a dry, clean area protected from the elements. All adhesive and caulking shall be stored at temperatures .
- 7.4. All flammable materials shall be stored in a cool, dry area away from open flames and sparks.
- 7.5. All materials determined to have been damaged are to be replaced.

8. JOB CONDITIONS

- 8.1. Precautions shall be taken to prevent wind blow-off or wind damage during the course of the roofing application.
- 8.2. Contractor shall verify and ensure that all roof drain lines are unblocked before starting work. Any blockages found shall be reported to the owner's representative in writing.
- 8.3C. Temporary waterstops shall be installed at the end of each day's work. Temporary waterstops shall be removed at the start of the next day's work and disposed of properly. Waterstops shall be compatible with all materials.
- 8.4. The EPDM roofing membrane shall not be installed in direct contact with any product containing coal tar pitch, creosote or penta-based materials unless approved in writing by the roofing system manufacturer.
- 8.5. Contaminants such as petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting shall not be allowed to come into direct contact with the Roofing Membrane.

- 8.6. All work shall be scheduled and executed without exposing interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- 8.7. All existing roofing materials to be removed for construction shall be immediately removed from the construction site to a dumping area authorized to receive such debris. Follow all laws, regulations and procedures to identify and properly dispose of asbestos materials which are to be torn off..
- 8.8. Any unusual or concealed conditions discovered during the course of the work shall be reported to the owner immediately in writing.
- 8.9. All local building codes and requirements should be followed where applicable. It is the roofing contractor's sole responsibility to determine and ensure that the roofing system selected complies with all local codes and requirements.
- 8.10. Contractor shall clean up both interior and exterior building areas affected by construction and any damaged areas shall be repaired to the owner's satisfaction.

9. WARRANTIES

- 9.1. Membrane Only Warranty. The Town shall be provided with a Membrane Only Warranty that warrants to the Town that the membrane installed is free from any manufacturing defects as of the installation and that the membrane will not deteriorate to the point of failure during the warranty period as a result of ordinary exposure to the elements or any manufacturing defect. The Warranty Period shall be 20 years.
- 9.2. Labor and Material Warranty. The Town shall be provided with a no dollar limit Labor and Materials Warranty that warrants that manufacturer will repair any leaks which occur during the warranty period due to a defect in the materials supplied by the manufacturer and incorporated into the roofing system, and/or the workmanship of the manufacturer authorized applicator. The term of the Warranty shall be not less than 10 years.

10. REJECTION OF BIDS

- 10.1 The Town may disqualify a Bidder if the Town has had prior negative experience with the Bidder. In addition, the Town reserves the right to reject any Bid that does not conform with the Contract Document requirements.
- 10.2 In the event that the Town shall reject any or all Bidders for any reason whatsoever, no Bidder shall be entitled to any compensation in connection with

the preparation and submittal of the Bid or for any profits that might have been anticipated had the Contract been awarded to the Bidder.

11. AWARD OF CONTRACT

- 11.1 In evaluation the Bids, the Town shall consider the qualifications of the Bidder and whether Bids comply with the prescribed requirements.
- 11.2 The Town may consider operating costs, maintenance requirements, performance data and guarantees of materials and equipment.
- 11.3 The Town may conduct such investigations as it deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of the Bidders to complete perform the Contract in accordance with the Contract Documents to the satisfaction of the Town within the Contract time.
- 11.4 Bidders are hereby advised that the Contract, if awarded, shall be awarded to the lowest responsible Bidder based upon the evaluation by the Township. Criteria include but are not limited to, the relationship of the goods or services offered to the specifications, performance and reliability of vendor and acquisition cost.

12. BID SUBMISSION

- 12.1 Bids must be submitted upon the Bid Form included in the Contract Documents. The Bid Form must be fully filled out. Prices must be written in words and also stated in figures. The Compliance with Specifications form must also be completed. Forms must be filled out in ink or printed. Pencil submissions are not allowed. Failure on the part of Bidder to conform to these requirements may be deemed, in the sole discretion of the Town, cause for rejection of the Bid as non-responsive.
- 12.2 Bids shall be enclosed in a sealed envelope. On the outside of the envelope, bidder shall show its name and address and shall indicate clearly "BID FOR EDPM MEMBRANE ROOFING SYSTEM."
- 12.3 All Bids are due at 10:00 a.m. on September 6, 2011. Any Bid received after the designated time shall be considered unresponsive and shall be returned unopened to the bidder.
- 12.4 All Bids shall be addressed to:
 - Town Clerk's Office
 - Town of Warren
 - 514 Main Street
 - Warren, RI 02885

Bids may be hand-delivered, sent via U.S. Postal Service or by overnight delivery service such as FedEx or UPS. The Town of Warren will not be responsible for late delivery without regard to the method of delivery.

BID FORM: PROVISION OF EDPM MEMBRANE ROOFING SYSTEM

TO: Town of Warren
Office of Town Clerk
514 Main Street
Warren, Rhode Island 02885

Date: _____

Submitted By: _____

Include Address _____

Telephone # _____

BASE BID

Having examined the specifications and other Contract Documents prepared by the Town of Warren for the above mentioned project, we the undersigned, hereby propose as follows (Identify pump station by street location):

PS 1. _____: (Amount in figures) \$ _____ per unit

(Amount in words) _____

PS 2. _____: (Amount in figures) \$ _____ per unit

(Amount in words) _____

PS 3. _____: (Amount in figures) \$ _____ per unit

(Amount in words) _____

Work to be completed in _____ calendar days.

ACKNOWLEDGEMENT OF ADDENDA

List number and date received for each addendum.

ACCEPTANCE

This bid shall irrevocably open to acceptance for 90 days from the bid closing date.

SIGNATURES

(Bidders Printed Name)

By: _____
(Signature)

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

To: Town of Warren
Re: Provision of EDPM Membrane Roofing System

STATE OF RHODE ISLAND }
COUNTY OF BRISTOL }

I _____ (name) of the _____ (municipality)
In the County of _____ and the State of _____, of full age, being duly sworn
according to law, on my oath depose and say
I am _____ (official position) of _____ (bidder's name), the Bidder
making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the Bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Project Owner relies upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this affidavit, in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Sworn on behalf of: _____
By: _____

Sworn and subscribed to
before me this _____ day
of _____, 2011

BIDDER CORPORATE/PARTNERSHIP RESOLUTION

This document shall be executed where the bidder is a corporation or partnership and is evidence of authority to bind the bidder if it is such an entity.

To: Town of Warren
Re: Provision of EDPM Membrane Roofing System

Resolved that the following named Officers or Partners

Be and they are hereby authorized and empowered to sign and submit to the Town of Warren the attached Bid and other Bid Submission Documents, and further that said Officers or Partners are authorized to execute the Contract and any other agreement or bond or statement necessary to fulfill the obligations required by the Contract Documents incurred by the acceptance of the Bid by the Town of Warren.

I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement passed and approved by the Board of Directors or Partners at a meeting held on the _____ day of 20__.

Signature of Bidder's Authorized Representative: _____
Title of Signer: _____ Date: _____

Attested by: _____
Title: _____
Date: _____

