



# *City of Barre, Vermont*

*“Granite Center of the World”*

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## **Municipal Pool Bath House Re-roofing Project**

February 18, 2021

### Project Purpose

The City of Barre, Vermont is soliciting proposals for the re-roofing the Barre City Municipal Pool bathhouse. Note: Asbestos testing has been completed and reports are available to awarded contractor.

### Project Description

The City of Barre, Vermont invites qualified roofing contractors to submit proposals for removing the existing roofing material to decking and replacing with new material.

The successful bidder shall furnish all labor, equipment, materials, services, and insurance for the re-roofing project.

Work may commence on/about **May 3, 2021**. The project must be completed by **May 28, 2021**.

### General Conditions

The conditions of this contract and general requirements of this document apply to this contractor, all subcontractors, materials, and suppliers and other persons furnishing labor and materials under this proposal.

1. The work required under this contract includes all tools, labor, materials, and equipment.
2. All materials, supplies, equipment and vehicles must be stored in areas designated by the Owner for staging. The southwest lawn adjacent to the bathhouse will be available as a staging area during the project.
3. The contractor shall supply all equipment necessary to complete the work. The contractor is responsible for disposing of all waste and debris generated during the project.

### Subcontractors

In the event the contractor wishes to use sub-contractors on this project, the contractor shall state so and after due investigation the City of Barre shall determine if it has reasonable objection to any such person or entity. The contractor shall not contract with a proposed person or entity to which the City of Barre disapproves.

The contractor shall retain and coordinate all subcontractors as needed to perform the project. All costs associated with the proposal shall be included in the contractor's lump sum price.

### Payment

Payment shall be made to the contractor in the following manner:

Upon 100% completion of the project (completion is defined as all "punch list" items being complete including clean-up of the site), 75% of the total will be dispersed. After a 30-day observation period, the remaining 25% shall be dispersed.

### Insurance

The contractor shall purchase insurance from and maintain (in a company or companies lawfully authorized to do business in Barre City) such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractors operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employee;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person;
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the contractor's obligation;

Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident.

Coverage shall be maintained without interruption from date of commencement of the work until the date of final payment.

Certificates of Insurance acceptable to the City of Barre shall be filed with the City of Barre prior to commencement of work.

### Indemnification

The contractor will indemnify and hold harmless the City of Barre, their agents and employees from and against all claims, damages, losses and expenses. This indemnification shall include attorney's fees arising out of, or resulting from the performance of the work, and is caused to whole, or in part, by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Barre or any of their agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit act or other employee benefit acts.

The obligation of the contractor under this paragraph shall not extend to the liability of the City of Barre, its agents or employees arising out of preparation or approval of drawings, opinions, reports, surveys, change orders, designs, or specifications.

### Termination by the owner for cause

The City of Barre may terminate the contract if the contractor:

1. does not proceed in an expeditious manner with adequate forces to accomplish the work within the contracted time;

2. fails to begin the work within the specified time;
3. fails to pursue the work in a manner to insure proper completion;
4. pursues the work in a manner to render the completed project unsuitable to the City;
5. discontinues work on the project;
6. fails to make payments to subcontractors for materials or labor in accordance with the respective agreement between contractor and the subcontractors;
7. persistently disregards directive of the City of Barre or laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
8. or otherwise is guilty of substantial breach of a provision of the contract documents.

When any of the above reasons exist, the City of Barre may without prejudice to any other rights or remedies of the City of Barre and after giving the contractor and contractors surety, seven days written notice, terminate employment of the contractor and may, subject to any prior rights of surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment machinery thereon owned by the contractor;
2. accept assignment of subcontractors pursuant to the following:
  - a. each subcontractor agreement for a portion of the work is assigned by the contractor to the City of Barre provided that assignment is effective only after termination of the contract by the City of Barre for just cause and only for those subcontract agreements which the City of Barre accepts by notifying the subcontractor in writing and assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the contract.

When the City of Barre terminates the contract for one of the reasons stated above, the contractor shall not be entitled to receive payment until the work is finished. If the unpaid balance of the contract sum exceeds costs of finishing the work, including the City of Barre expenses made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the City of Barre.

#### Information for proposals

A pre-bid site visit will be held on **Friday, April 1, 2021 at 11:00 a.m.** All questions that arise from the pre-bid site visit will be answered in an addendum provided to all potential bidders requesting it by **Wednesday, April 7, 2021.**

Bids shall be provided on company letterhead and signed by an authorized agent of the roofing contractor. Bids will be received by the City of Barre until **Thursday, April 15 at 11:00 a.m.** Bids shall be delivered in a sealed envelope to: City Manager, City Hall, 6 North Main Street, Suite 2, Barre VT 05641 and must be plainly marked on the outside as **PROPOSAL MUNICIPAL POOL BATHHOUSE ROOFING PROJECT.**

Bids shall be effective and open for acceptance for 60 days after date and time set for receipt of bids. The City of Barre may waive any informalities or minor defects and/or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any proposals received after the time and date specified shall not be considered. **The City reserves the right to reject any /all bids at its discretion.**

By submitting a bid, the bidder acknowledges the following:

1. The conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electrical service or other utilities, or which may otherwise affect performance of required activities;
2. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or Owner's Representative;
3. The commencement of work under this contract on the date of issuance of the notice to proceed and to fully complete the project within the time specified in the contract documents. The contractor agrees to pay as liquidated damages the sum of \$500 for each day thereafter.

Bids shall be in the form of a written proposal that includes a description of work to be performed, the content of the final report, a schedule and budget for the service rendered. In addition, the bid proposal shall include a list of any subcontractors that will be utilized and verification of insurance with specific coverages as described earlier.

#### Time Schedule

It is anticipated (dependent upon funding) the Barre City Council will award the contract at its **Tuesday, April 20 2021** council meeting. All contracts must be fully executed by **Tuesday, April 27, 2021.**

cc:

Steven E. Mackenzie, P.E., City Manager

Jeff Bergeron, Director of Buildings and Community Services