# Newmarket School District 186A Main Street Newmarket, NH 03857 603-659-5020

# **Request for Proposals**

# **Roofing Replacement, Summer 2025**

Proposal Due Date: Thursday, November 14, 2024, 10:00 AM

Proposal Submittal Address: Newmarket School District

**SEALED ROOFING REPLACEMENT RFP, Summer 2025** 

Attn: Janna Mellon 186A So. Main Street, Newmarket, NH 03857

Mandatory Contractor Conference: Wednesday, October 9, 2024, at 1:30 PM

Newmarket Junior Senior High School 213 South Main St. Newmarket, NH 03857

LOCATION: Newmarket Junior Senior High School

213 South Main Street Newmarket, NH 03857

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The Newmarket School District (the "District") is soliciting proposals from qualified Contractors to replace 3 sections of roofing at the Newmarket JR/SR High School during the summer of 2025.

A specific list of the facility location is shown on page 1.

No services shall be required on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

#### **TERMS AND CONDITIONS:**

- 1. <u>BID ACCEPTANCE</u>: The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
- 2. <u>FINAL BID PRICE:</u> If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
- 3. NON-TRANSFERRING OF AWARD: No bidder will be allowed to assign the contract.
- 4. MANDATORY FACILITIES WALK THROUGH: The bidder shall visit the sites, study and get fully acquainted with existing conditions at the sites and the requirements of this RFP prior to submitting a bid. A mandatory walk-through of our facilities will be required of all bidders. A walk-through is scheduled on Wednesday, October 9, 2024, at 1:30 PM starting at the Newmarket Junior Senior High School main entrance (213 South Main St, Newmarket, NH). In the event of questionable weather conditions, please contact David Reilly at 603-770-0193 to confirm.
- 5. <u>LATE PROPOSAL/BIDS:</u> SEALED PAPER BIDS or emailed bids will be accepted which are marked **ROOFING REPLACEMENT RFP, Summer 2025**. *No late bids will be accepted after* **10:00 AM on Thursday, November 14, 2024.** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

For all emailed bids: Please submit emailed bid packets to Janna Mellon at mellonj@newmarket.k12.nh.us. NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid. To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator prior to Thursday, November 14 2024, 10:00 AM. via phone at 603-292-7984 or via email at mellonj@newmarket.k12.nh.us.

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- 6. <u>PAYMENT TERMS:</u> SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
- 7. <u>WITHDRAWAL OF BIDS/PROPOSALS</u>: Proposals may be withdrawn prior to the opening date and time upon written request of the bidder. Negligence on the part of the bidder in preparing their proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
- 8. <u>PRICING:</u> Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all laborand material costs, and any discounts offered.
- 9. <u>BID RESULTS:</u> The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or email for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.

### 10. CONTRACT REQUIREMENTS:

- a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of the District's choosing.
- b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory, or other consequential damages.
- c) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers (Indemnified Parties) or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the work including claims for damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by the negligence of a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
- d) The contract price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of the Contractor's claim to an additional amount over the contract price.
- e) Changes in the scope of the work shall be accomplished only by mutual agreement and shall be fully

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executed as an addendum to the original agreement. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations to the original scope of work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.

- f) A written and fully executed agreement between the District and the Contractor is required prior to beginning work for the District.
- g) The documents comprising this RFP and any Addenda Provisions that may have been issued will be incorporated into the contract.
- h) The Contractor shall keep full and accurate records in connection with the services provided by it under the Agreement.
- i) The terms, conditions, representations, and warranties contained in the agreement shall survive the termination or expiration of the Agreement.
- j) The agreement shall be governed and construed in accordance with New Hampshire law and all disputes shall be resolved in courts in Rockingham County, New Hampshire.
- 11. <u>NON-APPROPRIATION CLAUSE:</u> Multi-year contracts entered into as a result of this RFP require a non-appropriation clause.
- 12. <u>INSURANCE AND BONDS:</u> The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured and shall be subject to approval by the District and its insurance carrier for adequate protection. Said certificate of insurance must have a minimum liability limit as outlined below for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of the agreement Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. Upon award of the bid, the Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 15 business days of receiving notification of bid award, and *prior to the commencement of any work being performed*. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements. Insurance shall remain enforce during the full term of the agreement.

The Contractor shall submit proof of all insurance COI renewals to District on an annual basis.

- a) Workman's Comp Insurance As required by law.
- b) <u>Liability Insurance</u> General Liability \$1,000,000 Occurrence/ 3,000,000 General Aggregate with contractual liability coverage for the indemnification obligation in the agreement
- c) Umbrella Liability \$2,000,000 Occurrence/ 2,000,000 General Aggregate, with no exclusions for sexual abuse or misconduct.

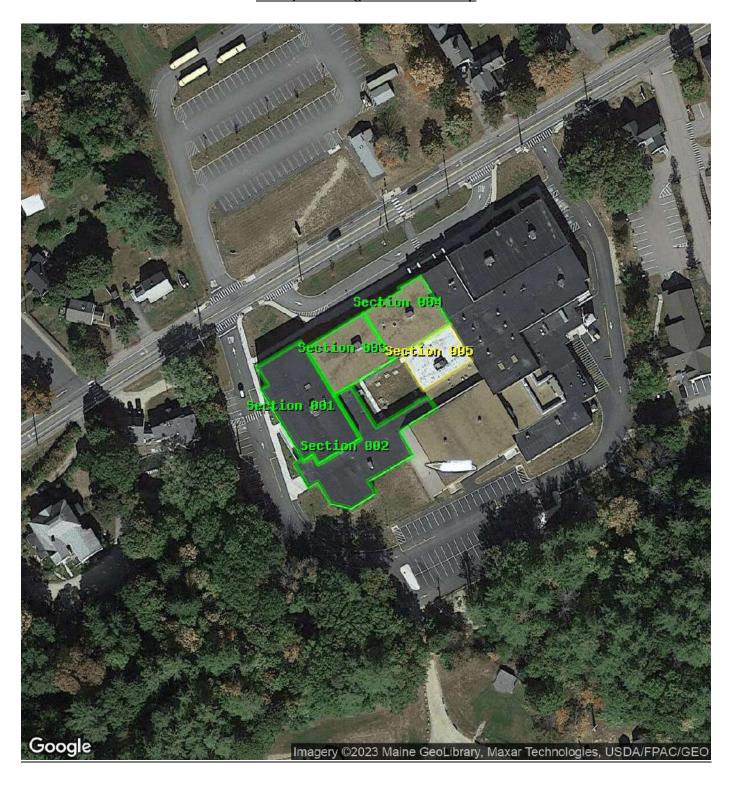
The selected Contractor shall provide a performance and payment bond for 100% of the contract amount through a surety licensed to do business in the State of New Hampshire reasonably acceptable to the District.

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- 13. All bids must be signed by an authorized representative of the Contractor.
- 14. Should the Contractor find discrepancies in or omissions from the specifications or should they be in doubt as to their meaning, the Contractor shall at once notify the District, who will send written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
- 15. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
- 16. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances. Note, the Newmarket noise ordinance restricts noise created by loading, unloading, opening, closing, or otherwise handling boxes, crates, containers, building materials, trash cans, dumpsters, or similar object between the hours of 9:00 PM and 7:00 AM.
- 17. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: <a href="mailto:reillyd@newmarket.k12.nh.us">reillyd@newmarket.k12.nh.us</a>. Please copy Janna Mellon, Business Administrator at <a href="mailto:mellonj@newmarket.k12.nh.us">mellonj@newmarket.k12.nh.us</a>. Last opportunity to submit questions shall be Wednesday, October 30 2024, by 12:00 PM.
- 18. Proposal due date is Thursday, November 14, 2024, 10:00 AM. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or via email to mellonj@newmarket.k12.nh.us. Please reference ROOFING REPLACEMENT RFP, Summer 2025 on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in No. 5 above.
- 19. The District's decision regarding the selection of the Contractor shall be considered final.
- 20. The District reserves the right to investigate the financial responsibility of all bidders to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
- 21. Proposals will be publicly opened at the School Administration Office located at 186A Main Street, Newmarket, New Hampshire, 03857 on **Thursday, November 14, 2024**, at **10:00 AM**. The contents of all proposals will be open to inspection by interested parties at the time of opening or by appointment thereafter.

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# Junior/Senior High School Roof Map



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#### **EXISTING ROOF COMPOSITIONS:**

#### Section 3 & 4:

- Tar & Gravel Built-Up 4-Ply Asphaltic Roofing System
- ½" − 1" High-Density Wood Fiber Insulation Board (Assumed to be fastened)
- 3½" Polyisocyanurate Insulation Board
- Tar & Gravel Built-Up 4-Ply Asphaltic Roofing System
- Structural Tectum Roof Deck Panels

#### Section 5:

- Bald Built-Up 4-Ply Asphaltic Roofing System w/ Aluminized Coating
- 1½" High-Density Wood Fiber Insulation Board (Assumed to be installed in asphalt adhesive)
- ½" Gypsum Protection Board (Assumed to be fastened)
- 2" Polyisocyanurate Insulation Board
- Tar & Gravel Built-Up 4-Ply Asphaltic Roofing System
- Structural Tectum Roof Deck Panels

#### **SCOPE OF WORK:**

# Fully adhered 60mil EPDM over R30 with Vapor Barrier

- Remove and properly dispose of existing roof system(s), applicable flashings, and sheet metal flashings, down to existing structural composite gypsum roof decking.
- Inspect existing rough carpentry and sheathing. Should any existing carpentry or sheathing need repair or replacement, the Owner or Owners representative will be notified immediately, and such work will be performed on a Unit Price basis.
- Inspect existing structurally sloped composite gypsum roof decking (Tectum) per state licensed Engineers recommendations. Prepare existing structural Tectum roof decking per the single-ply membrane roofing manufacturers recommendations.
- Coordinate and remove existing, obsolete rooftop curbs or penetrations. Patch existing Tectum deck per state licensed Engineers recommendations.
- Prime existing Tectum roof deck using manufacturer's recommended adhesive and application.
- Adhere a new, manufacturer-approved self-adhering SBS vapor barrier direct to Tectum roof deck.
- Adhere (2) layers of new Type II, Class 1, Grade 2 polyisocyanurate insulation to achieve a minimum LTTR-Value of R-28.5.
- Adhere new 8'X8' ½" per foot Type II, Class 1, Grade 2 tapered polyisocyanurate insulation drain sumps at all existing drain locations.
- Adhere new ½" per foot Type II, Class 1, Grade 2 tapered polyisocyanurate insulation to promote positive drainage as required.
- Adhere a new Type II, Class 4, Grade 1 minimum 80psi ½" high-density polyisocyanurate cover board with a minimum LTTR-Value of R-2.5.
- Insulation adhesive attachment rates per manufacturer's recommendations to meet specified warranty and performance requirements.
- Adhere a new 60mil non-reinforced black EPDM membrane roofing system in accordance with the manufacturers recommended details and specifications to meet warranty and performance requirements.

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- Install new, aluminum retrofit roof drain assemblies as required.
- Install manufacturers approved, 20-year adhered EPDM flashing details at all existing curbs & penetrations.
- Install manufacturers approved, 20-year adhered EPDM flashing & termination details at all existing sloped & vertical transitions. Reuse existing through-wall and reglet counterflashing.
- Install new 040 Aluminum surface-mounted skirt counter-flashings as required.
- Sheet metal to be standard KYNAR prefinished colors to best match existing.
- Install new manufacturers approved roof-to-roof field-fabricated expansion joint detail as required.
- Install new, manufacturers approved ES-1 rated perimeter metal edge securement and fascia metal in 050 Aluminum.
- Sheet metal to be standard KYNAR prefinished colors to best match existing. Perimeter metal edge face sizes exceeding 8"-10" should be installed in two-pieces with a fascia extender metal to avoid oil-canning effect.
- Install new manufacturers approved EPDM walk pad protection at all roof access points and at the
  working side of all serviceable rooftop mechanical units. Provide a Unit Price for additional walkway
  protection for layout provided by SAU31.room.

### **PERFORMANCE REQUIREMENTS:**

- 1. A major EPDM single-ply membrane roofing manufacturers limited 20-year, 72mph NDL total system warranty.
- 2. A certified & licensed roofing contractor with a 2-year Workmanship Warranty.
- 3. UL Class A exterior fire-rated roof assembly.
- 4. Minimum LTTR-Value of R-30 above roof deck.

# **RECOMMENDED EPDM SINGLE-PLY MANUFACTURERS & REPRESENTATIVE CONTACTS:**

- Carlisle Syn-Tec Sure-Seal EPDM
- Taylor Wicks, 978-559-1880, taylor.wicks@becn.com
- Johns Manville JM EPDM NR
- Paul Osborn, 978-882-2080, posborn@northbridgebp.com
- Holcim-Elevate (F.K.A Firestone) RubberGard EPDM
- Steve Facteau, 781-572-6631, sfacteau@easternar.com

### **EMPLOYEE IDENTIFICATION:**

Identification cards with the name of the employee and the company shall be worn at all times. Identification cards shall be provided by the District.

#### **SAFETY PRECAUTIONS:**

The Contractor shall employ all necessary safety precautions to prevent injury to persons, property and equipment.

#### **SECURITY CONDITIONS:**

It shall be the responsibility of the Contractor to close and secure all open windows and exterior doors at the completion of the job each day. Any damage done to the building, equipment, and/or materials due to the negligence of the contractor's personnel by not closing said windows and doors, shall be assumed by the Contractor.

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The Contractor shall take all proper precautions to protect the District's property from damage. Should any damage to the District's property be caused by the Contractor or Contractor's personnel, the Contractor will be required to make immediate repairs. The District may, however, elect to make repairs or replacement of damaged property itself and deduct the cost from monies due to the Contractor.

#### **SUBMITTAL REQUIREMENTS:**

- 1. Description of business including number of years in operation.
- 2. Describe the Contractor's qualifications to provide roofing services, including but not limited to certifications, licenses, training, and knowledge of safety standards.
- 3. List of contracts for the past five (5) years.
- 4. At least five (5) business references.
- 5. Detail the current minimum wage and benefits package the Contractor provides to its workers.
- 6. Detail any litigation, mediation, or arbitrations for the past five (5) years including the other party, attorneys involved (if any), and disposition.

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# Newmarket School District -Roof Replacement RFP, Summer 2025 Roof Replacement BID FORM

(This form becomes contract Schedule A upon execution of a contract)

Proposal due date is **Thursday, November 14, 2024, 10:00 AM.** Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or emailed in accordance with RFP requirements to <a href="mailto:mellonj@newmarket.k12.nh.us">mellonj@newmarket.k12.nh.us</a>. Please reference **Roof Replacement RFP, Summer 2025.** 

### **GENERAL**:

- (a) All work shall be performed in accordance with the scope and terms outlined in the RFP.
- (b) Costs presented shall be inclusive of all services and terms outlined in the RFP, with no exclusions.
- (c) I acknowledge that this RFP must be returned in its entirety, including the Bid form. <u>Each page of the RFP</u> must be initialed by the bidder, where indicated.
- (d) Bid Proposals shall remain valid until the work is performed during the summer of 2025.

Type of Service	Cost (\$)	Cost (\$)
	A major EPDM single-ply membrane	A major EPDM single-ply membrane
	roofing anufacturers limited 20 year, 72mph NDL total system	roofing manufacturers limited 30-year, 72mph NDL total system warranty.
	warranty.	72mph NDL total system warranty.
Total Roof Replacement as		
described above		
Total Roof Replacement with tapered insulation		1
·		1
	king with new kiln-dried lumber. \$ pe	
	king with new kiln-dried lumber. \$ pe	
·	PDM walk pads. \$ per LF	
Cost for interior protection. $\$$ p	er SF	
Replace existing masonry r	eglet counter-flashings (Non-through-	wall counter-flashings) with new
two-piece reglets in 040 Alumir	num and caulk masonry joint with new	v polyurethane joint sealant.
\$		
Budget or Allowance for potent	ial roofing material cost escalation. \$	
Name of Contractor:		
Address:		
		<del></del>
Contact Person:		

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# Newmarket School District -Roof Replacement RFP, Summer 2025 Roof Replacement BID FORM

(This form becomes contract Schedule A upon execution of a contract)

Description of Business including number of years in opera  Contractor's qualifications to provide roofing services  List of Contracts for Past 5 Years  Business References (at least 5)  State of current minimum wage and benefits package for v  Details of litigation, mediations, arbitrations within past 5 y	tion
Contractor's qualifications to provide roofing services  List of Contracts for Past 5 Years  Business References (at least 5)  State of current minimum wage and benefits package for v	tion
List of Contracts for Past 5 Years  Business References (at least 5)  State of current minimum wage and benefits package for v	
Business References (at least 5)  State of current minimum wage and benefits package for v	
State of current minimum wage and benefits package for v	
Details of litigation, mediations, arbitrations within past 5 y	vorker
Details of infigurion, includions, distributions within past 5	/ears
DRIZED NAME:	
RIZED SIGNATURE:	
MIZED SIGNATURE.	

This Bid Form and the above stated Enclosures should be submitted in a sealed envelope, on or before Thursday, November 14, 2024, 10:00 AM.

# Submittals should be addressed as follows:

Newmarket School District SEALED ROOFING REPLACEMENT PROPOSAL, Summer 2025

Attn: Janna Mellon 186A So. Main Street, Newmarket, NH 03857

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