

INVITATION FOR BIDS

APPLICABLE PROCUREMENT LAW: c149

The County of Bristol will accept sealed Bids plainly marked and addressed as follows:

BID FOR GABLE ROOFING-TAUNTON SUPERIOR COURT
COUNTY COMMISSIONER'S OFFICE
9 COURT STREET, 2ND FLOOR
TAUNTON MA 02780

Bids will be received until **11 AM** on **April 7, 2020** and publicly opened soon thereafter on that date at the County Commissioner's Meeting Room , 2nd floor, Taunton Superior Court, 9 Court Street, Taunton Massachusetts.

Mandatory Pre-Bid Meeting: Friday, March 27th at 11:00am at Taunton Superior Court.

Electronic copies of the Bid Documents may be obtained at the County Commissioner's Office, 2nd floor, 9 Court Street, Taunton Massachusetts or preferably by email to: mgomes@countyofbristol.net

Inquiries concerning the procurement, prior to bid opening, shall be made to Maria Gomes, County Administrator (508-824-9681) or by email to mgomes@countyofbristol.net . With regard to such inquiries, no oral statements of any person whosoever shall in any manner or degree, modify or otherwise affect the term of this contract.

The Bid will be awarded to the lowest qualified, responsible Bidder. The Bristol County Commissioners or the County Administrator reserve the right to reject any or to accept any Bid tendered in the best interest of the County of Bristol.

MARIA V. GOMES
COUNTY ADMINISTRATOR
BRISTOL COUNTY MA

COUNTY OF BRISTOL

SECTION 1 TERMS AND CONDITIONS

1.1 PREPARATION OF BIDS

- 1.11** Bidders are expected to examine THE BUILDING ROOF, APPENDICES, and all instructions. Failure to do so will be at the bidder's risk.
- 1.12** Each bidder shall furnish the information required by the bid form. The bidder shall print or type his name on each Appendix and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent must be accompanied by evidence of his authority.
- 1.13** Bids which fail to meet the requirements or which are incomplete, conditional or which do not contain initialed erasures and/or alterations, will be rejected as non-responsive bids.
- 1.14** Left blank
- 1.15** Alternate bids will not be considered unless authorized by the Invitation.
- 1.16** When not otherwise specified, bidder must definitely state time of proposed delivery.
- 1.17** Time, if stated as a number of days, will include Sundays and holidays.

1.2 SUBMISSION OF BIDS

Bids and modifications thereof shall be enclosed in sealed envelopes addressed as delineated in the Invitation. Electronic bids will not be considered for this Invitation. The bid shall be accompanied by a *Bid Deposit equal to 5%* of the value of the total bid.

- 1.3 WITHDRAWAL OF BIDS:** Bids may be withdrawn by written notice prior to closing.
- 1.4 LATE BIDS:** Bids and modifications or withdrawals thereof received after the time set for bid closing will not be considered unless it is determined by the County that failure to arrive on time was due solely to delay in the mails for which the bidder was not responsible.
- 1.5 COUNTY FURNISHED PROPERTY** -The Bidder must plan on furnishing all materials, labor, equipment, and utilities. Restrooms may or not be available depending upon the security protocols established by Public Building administrators.
- 1.6 ELIGIBILITY** -Bids will not be valid unless accompanied by the following:

- (1) a Certificate of Eligibility issue by the Division of Capital Asset Management and Maintenance (DCAMM)
- (2) an update statement summarizing projects included in the most recent Certification cycle
- (3) Resumes and/or qualifications for company personnel qualified to provide project supervision and office management.

1.7 RULE FOR AWARD

- 1.7.1** The contract will be awarded to the responsive and responsible bidder offering the lowest price, in accordance with General Laws Chapter 149.
- 1.7.2** The County reserves the right to reject any or all bids, to waive informalities and minor irregularities in bids received, and to cancel or eliminate any item or section of the Invitation.
- 1.7.3** The County may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. **THE COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICES OFFERED UNLESS THE BIDDER SPECIFIED OTHERWISE IN HIS BID.**
- 1.7.4** A notice of award mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall be followed by execution of the Commonwealth of Massachusetts –Standard Contract Form.
- 1.8** **VENDOR INVOICES:** Invoices shall be prepared and submitted in original format. Invoices shall contain the following information: job description, location, labor and material breakdown, and extended totals.

Vendors agree to submit invoices for payment within seven (7) days of the completion of the fiscal year (June 30) or monthly, should the project continue beyond June 30th.. Regular invoices should be submitted at the beginning of each month. Failure to submit invoices within the prescribed time period will result in elimination of the County's payment obligation. By bidding on and executing this contract, vendor agrees to this invoice requirement and explicitly waives any claim against the County for damages under any unjust enrichment or quantum merit theory.

- 1.9** **CONTRACTOR/VENDOR COMPETENCY** The County may conduct such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- 1.10** **MASSACHUSETTS SALES TAX** Materials and/or equipment purchased for permanent installation under this Contract will be exempt from Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take this exemption into account in calculating his bid for the work.

1.11 INSPECTION OF SERVICES

All services (which term throughout this clause includes services performed, materials furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the County, to the extent practicable at all times and places during the term of the Contract. All inspections by the County shall be made in such a manner as not to unduly delay the work.

1.12 EQUAL OPPORTUNITY The County recognizes its responsibility to provide equal opportunity and non-discrimination in County contracts. During the performance of this Contract, the Contractor/Vendor and all of his/her subcontractors or suppliers (hereinafter collectively referred to as the Contractor/Vendor) for him/herself, his/her assignees and successors in interest, shall adhere to the following policies.

1.12.1 The Contractor/Vendor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment, layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor/Vendor shall post hereafter, in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.

1.12.2 The Contractor/Vendor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex.

1.12.3 The Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, age or sex.

1.12.4 If the County of Bristol believes that a Contractor/Vendor is not operating in compliance with the non-discrimination clauses of the contract then the Commissioners, or their designated agent, may conduct an investigation to determine if said Contractor/Vendor is in compliance. If the Commissioners, or their designated agent, determines that the Contractor/Vendor is not in compliance then the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor/Vendor may be declared ineligible for further municipal contracts. Other sanctions may be imposed and remedies invoked as provided by law.

SECTION 2 GENERAL PARAGRAPHS

- 2.1 **GENERAL INTENTION** It is the declared and acknowledged intention of the County to secure new installation and emergency repair services as requested.
- 2.2 **GENERAL DESCRIPTION** The Contractor shall furnish labor, materials, supplies, supervision and transportation of all types of roofing systems as requested by the County. This work ranges by way of example and not limitation from detection of leaks, roof condition reports, repair, replacement, new installation of rooftops, drainage systems, decking, soffits, fascia, framing, and rooftop elevation chimney and parapet wall masonry repairs. The contract shall provide all necessary equipment to reach the highest elevations of all public buildings. **The County of Bristol reserves the right to put out for separate bid certain items not deemed emergency projects.**
- 2.3 **LOCATION** The work shall be located at the Taunton Superior Court, 9 Court Street Taunton in the County of Bristol, Massachusetts.
- 2.4 **TERM OF CONTRACT** – Work under this contract will begin on **May 4, 2020 or sooner** and will terminate on **August 28, 2020** unless extended according to Section 2.4.1.
- 2.4.1 **OPTION TO EXTEND**—Contract dates may be changed at the discretion of the County.
- 2.5 **EXAMINATION OF THE SITE** Before submitting proposals, bidders are expected to visit and carefully inspect the site and make a survey of the conditions to be encountered in the performance of the work. **A Mandatory Pre-Bid Meeting will be held on March 2th at 11:00 am.** Failure to inspect the conditions shall not relieve the contractor of responsibility for full completion of the work in accordance with the provisions of this contract. The County of Bristol will assume no responsibility for any understanding or representation concerning conditions made by any of its employees or agents prior to the execution of the contract, unless included in the Invitations for Bids, the specifications or related documents.
- 2.6 **COMPETENCY OF BIDDERS** Bids will only be considered from Bidders who are, in the judgment of the Contracting Officer, financially responsible and able to show that they have satisfactorily performed similar services (installation, maintenance, & repair) within the past two years, have available, upon their direct employment and supervision, the necessary organization, facilities, spare parts and equipment to properly fulfill all of the services and conditions required under this specification.
- 2.7 **IDENTIFICATION** Employees of the Contractor, while working in or on County premises, shall display on their outer garments, an identification indicating the Contractor's name. Identification shall be furnished by the Contractor at no additional cost to the County.

- 2.8 **UTILITIES FURNISHED BY THE COUNTY** Contractor must have portable generators for electric power. The County will provide water in most cases.
- 2.9 **ORDER OF WORK AND SCHEDULING OF SERVICES** The Contractor shall arrange his work so as not to cause interference with Public Building operations.
Routine
Installation, maintenance and/or repair work shall be performed on County working days, Monday through Friday, between the hours of 7:00 A.M and 4:00 P.M., or on Saturdays between 7:00 AM and 3 PM with advanced notification to the County Administration. County Holidays are listed in Paragraph 2.21.1.1.
- 2.9.1 **SEVEN-DAY REQUIREMENTS** (Including holidays) Contractor must be available by cellular phone or other suitable means to ensure the County can notify contractor in case of emergency.
- 2.9.2 **COUNTY INSPECTION** Contractor's work will be inspected by either the Facilities Superintendent or designee to ensure compliance with specifications. Multiple inspections may be conducted depending upon the scope of work. Contractor is obligated to notify the County Administrator and the Facilities Superintendent upon completion of the work/phase and request the appropriate inspection.
- 2.10 **PRECAUTIONS DURING CONSTRUCTION** Contractor shall maintain safe operations at all times. Proper postings, barricades, pedestrian detours, etc., are all examples of Contractor responsibilities detailed in the Massachusetts State Building Code. Smoking is not permitted in the Public Buildings.
- 2.11 **DISASTERS** Contractor shall make his/her entire work force and materials available for the protection of life and property in the event of a disaster such as, but not limited to, hurricane, tornado, flood, or fire. The Contractor shall do such work as directed by the Contracting Officer and shall keep pertinent records. The Contractor will be separately reimbursed by change order for all such work beyond the scope of this Contract.
- 2.12 **WORK LIMITATIONS** No work except emergency service calls or work which is specifically noted herein, shall be performed on weekends unless prior approval has been obtained from the Contracting Officer. The County is not responsible to cover the cost of overtime premiums for maintenance work performed during normal business hours.
- 2.13 **QUALITY OF WORK** For the protection of the County buildings, equipment, and facilitation of the business to be conducted therein, first quality maintenance services are required. Hasty and careless performance of the work will not be tolerated. Evidence given of improper installation, slow response on service calls, and work that is otherwise sloppy and unsatisfactory will be called to the attention of the Contractor who shall be required to initiate immediate action to improve the work and ensure satisfactory results. All services shall be completed to the satisfaction of the Contracting Officer.
- 2.14 **DAMAGE OR LOSS OF CONTRACTOR SUPPLIES AND EMPLOYEE PROPERTY**
The County does not assume any responsibility for fire, theft, accident, or any other cause resulting in damage or loss of contractor's supplies, materials, equipment, or personal property of his employees.

2.15 PROTECTION OF COUNTY PROPERTY, BUILDINGS AND EQUIPMENT

The Contractor guarantees that his operations will not be offensive to the occupants of the buildings and will not injure any of the finishes of the buildings or its equipment. Where hazardous operations are conducted by the Contractor, standing signs shall be provided and placed to call County employees and visitor's attention to the fact that the area is affected by such hazard.

2.16 CONTRACTING OFFICER The Contracting Officer of this procurement is Maria V. Gomes, County Administrator 9 Court Street, Taunton, Massachusetts.

2.17 EQUAL EMPLOYMENT OPPORTUNITY Contractor shall ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, or national origin.

2.18 SALES TAX: The County of Bristol is entirely exempt from the Massachusetts Sales Tax.

2.19 CONDITIONAL BID PRICES Unless otherwise provided in the Contract, the County will reject any proposal containing or made subject to any condition providing for an increase in the contract price based upon future increases in costs.

2.20 PERFORMANCE BY CONTRACTOR The Contractor shall not sub-contract any of the work encompassed by this contract unless the approval of the Contracting Officer is obtained in writing. In the absence of such written approval, the Contractor shall perform all work with his own personnel. Any work ordered hereunder that may be sub-contracted by the Contractor, shall not be charged to the County at a Labor Rate per hour exceeding the Prime Contractor's Labor Rate.

2.21 DEFINITIONS Where "as directed," "as required," "as permitted," "approved," "acceptance," or other words or similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Contracting Officer is intended unless stated otherwise. Where "Contracting Officer" is used, it shall be understood to mean, "Contracting Officer or his authorized representative." As used herein, "provided" shall be understood to mean, "provided complete in place," that is "furnished and installed." "Maintenance" is the routine recurring work required to keep various systems in such condition that they may be utilized at their original capacity and efficiency, for their intended purpose. "Repair," is the restoration of roof-top systems to a condition substantially equivalent to its original or designated capacity and efficiency by replacement, overhaul, or processing of component parts or material. "Replacement," shall be construed to mean the same kind, type, style, quality, grade, and class in order to obtain specific operating characteristics and to match other items already in place.

2.21.1 COUNTY OF BRISTOL HOLIDAYS

2.21.1.1 NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENTS' DAY, PATRIOT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS DAY.

2.21.2. The preceding Friday when one of the above holidays fall on a Saturday.

2.21.3. The following Monday when one of the above holidays fall on a Sunday.

2.22 **PREVAILING WAGE RATES** The contractor shall pay his employees performing under this contract, the prevailing wage rates as prescribed by the Commissioner of Labor and Industries.

2.23 **BONDS REQUIRED**

2.23.1 The Contractor shall furnish a **Payment Bond** in the amount of 100% of the contract as required by Massachusetts General Law, Chapter 149 Building Construction Contracts.

2.23.2 The Contractor shall furnish a 100% **Performance Bond**.

2.24 **INSURANCE REQUIREMENTS**

2.24.1 **WORKMAN'S COMPENSATION** The Contractor, before commencing performance of the work required to be done under the contract, shall provide for the payment of compensation, provided by the General Laws (Ter. Ed.), Chapter 152, as amended, to all persons to be employed by him in connection with said performance and shall continue in full force and effect throughout the period of the Contract.

2.24.2 **PUBLIC LIABILITY**

The successful bidder, prior to the execution of the Agreement, and within ten (10) days of any policy renewal, shall furnish the COUNTY with a Certificate(s) of Insurance issued by a company satisfactory to the County, specifying the types and limits of insurance required herein. Certificate(s) shall be mailed to the County of Bristol, Attn: County Administrator, PO Box 208, Taunton, MA 02780. Insurance coverage shall be required for the entire term of this Agreement. At the County's request, the Contractor shall provide a copy of the policies to the County.

The Certificate(s) of Insurance shall provide evidence of:

- 2.24.2.1 General Liability insurance in the amount of \$2,000,000 Bodily Injury
- 2.24.2.2 General Liability insurance in the amount of \$2,000,000 Property Damage.
- 2.24.2.3 General Liability shall also include Contractual Liability to cover this Agreement for a period of one **(1)** year from completion for contractual liability
- 2.24.2.4 Commercial Auto Insurance in the amount of \$2,000,000 (Two million Dollars) covering owned, non-owned, and hired vehicles.
- 2.24.2.5 Umbrella Liability Insurance in an amount not less than \$3,000,000

The County of Bristol shall be listed as an "additional insured" on all liability policies of the Contractor and subcontractors hired by the Contractor. The General Liability Additional Insured Endorsement should include operations and completed operations;

The awarding authority is not responsible for any loss or damage whatsoever to the property of the Contractor or of any subcontractor. Certificate of Insurance shall state that "The insurance company waives any right of subrogation against the County of Bristol which may arise by reason of any payment under this policy."

Certificates of Insurance shall provide for at least thirty (30) days' notice to the County of Bristol of any cancellation or material change.

Certificates shall state that bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policies.

2.24.3 INDEMNITY CLAUSE

To the extent permitted by law, the Contractor shall fully indemnify, defend and save the County, its employees, and its agents wholly harmless from any and all claims, liabilities, liens, demands and causes of action for or on account of any injury to persons, damage to property, fines, penalties, assessments, or any loss of whatever kind or nature arising out of or in consequence of the performance of the Contractor's work hereunder, caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

2.25 BID DEPOSIT REQUIRED The contractor shall submit a bid deposit equal to 5% of the value of the total bid.

2.26 MINIMUM VALUE OF THIS CONTRACT \$150,000.00

SECTION 3 PERSONNEL, MATERIAL AND EQUIPMENT

- 3.1 **GENERAL DESCRIPTIONS** The Contractor shall provide sufficient personnel, equipment, and material to accomplish to the satisfaction of the Contracting Officer, all work under this contract.
- 3.2 **PERSONNEL** The Contractor shall furnish for various types of services rendered under this contract, supervisory, and working personnel. Such personnel shall consist of the number and classification as may at any time be necessary to accomplish expeditiously all work under this contract.
- 3.4 **EMERGENCY COMMUNICATION** The contractor shall be available twenty four (24) hours, seven (7) days per week, irrespective of holidays and weekends to respond to cellular phone or suitable notification by the County in the event of an emergency.
- 3.5 **SUPPLIES & MATERIALS** Except as otherwise specified herein, the contractor shall furnish all supplies, material and equipment necessary for performance of the work. The contractor shall provide sufficient equipment in order to adequately perform the work. All contractor-furnished materials shall be new, of high quality, modern in design, suitable in all respects and shall give long life and reliable operation. The workmanship shall be of highest quality in every detail. The quality of maintenance, repair, or replacement work shall be as good as the original installation. The contractor shall have and maintain on hand, a supply of materials sufficient for normal maintenance and repair.
- 3.6 **WARNING SIGNS** The contractor shall provide "under repair", "out of service", "caution", and any other signs appropriate to the work.
- 3.7 **PERSONNEL ATTIRE** Contractor's personnel shall be professionally attired in accordance with reasonable customary practices.
- 3.8 **PAYMENT** Original, signed invoices in duplicate shall be submitted to the County Commissioner's Office, County of Bristol, PO Box 208, Taunton, MA 02780, no later than the first of each month, for the preceding month. Unauthorized invoices will not be paid.
- 3.9 **CONTRACTUAL AREA** Taunton Superior Court Front & Rear Roof Sections, 9 Court Street, Taunton, MA

APPENDIX "A" PRINCING

To the Awarding Authority:

- A. The Undersigned proposes to furnish all labor and materials required for the **Bristol County – Taunton Superior Court** (project) in **Taunton**, Massachusetts, in accordance with the accompanying plans and specifications/Scope of Services prepared by Bristol County for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes Addenda numbered _____
- C. FRONT GABLE ROOF, GUTTERS, FLASHING & MASONRY: The proposed contract price is _____ dollars (\$_____).
- D. REAR GABLE ROOF, GUTTERS, FLASHING & MASONRY: The proposed contract price is _____ dollars (\$_____).
- E. The undersigned agrees that , if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course construction safety and health approved by the United States Occupational safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the 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 subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of

section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

By _____
(Name of Person Signing Bid and Title)

(Business Address)

(City and State)

APPENDIX 'B'

STATEMENT OF TAX COMPLIANCE

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO MY BEST KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER LAW.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

BY _____
Corporate Officer
(if applicable)

APPENDIX “C”

Failure to Complete Work on Time - Liquidated Damages.

- A. If liquidated damages are specified in the Owner - Contractor Agreement, the Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work in the agreed timeframe. Accordingly, if the Work is not completed to such point by the date specified in this Contract, the Contractor shall pay to the Awarding Authority the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to the Awarding Authority and/or the User Agency resulting solely from the fact that the Work is not completed on time.
- B. Similarly, if the Contract states that by a specified date a designated portion of the Work shall be completed to the point at which it qualifies for the continued uninterrupted operation of Superior Court business and if such portion has not been completed to such point by said date, the Contractor shall pay to the Awarding Authority the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages not as a penalty, to cover losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.
- C. The Awarding Authority may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.
- D. Permitting the Contractor to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the Owner's rights hereunder, at law or in equity.
- E. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.
- F. Failure by the Awarding Authority to specify a sum as liquidated damages in the Owner - Contractor Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of the Awarding Authority's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

SCOPE OF SERVICES
Taunton Superior Court-9 Court Street, Taunton, MA 02780
Front & Rear Center A Framed (Gable) Roofs & Gutters
Front Right Gutter/Roof Sections
Masonry Repointing

Roofing

Demo all copper roofing of Front & Rear Center A Frame (Gable) Roof sections at the Taunton Superior Courthouse [identified in attached roof diagram] from ridge cap, including all flashing and gutters. *[It should be noted that a section of the Right Front A Frame was recently repaired, and will not need to be replaced. Those areas will be identified during the mandatory Pre-bid Meeting].*

Skimcoat terracotta as needed, install 3/4" PT plywood on deck to securely adhere High Temp ice and water underlayment/resin paper and new copper roof panels and step flashing which mirror original design.

In the Front & Rear Center A Frame (Gable) Roof sections and the front right side sections, remove and replace gutter and fascia including brackets, all flashing and copper ridge roof caps. Fascia maybe reused. Fabricate and install all new 20 ounce copper roofing and flashing to replicate current Courthouse roof panels. Gutters: 24 ounce copper along with new brackets and steel. All gutters are to include a screening or clog preventing drain device.

Address leaking gutters and compromised roof sections along the front right side of the Taunton Superior Court [identified in attached roof diagram], to include the removal and replacement of copper, repair of base terracotta/roofing base, all copper gutters and new flashing as needed. Roof section repairs may extend upwards approximately 10' from gutter area up around window area as designated.

Masonry

Repoint above Front & Rear Center A Frame (Gable) Roof from copper roof to base of rotunda columns [see attached areas in pictures-both rear and front masonry repointing] and all other masonry areas along the perimeter of the repair areas.

Contractor to provide disposal arrangements for materials. Daily sweeping of paved areas within 30 feet of the construction area.

Bid to include all permits, scaffold/lift, sealants, solder, rosin paper and other required high temp ice/water waterproofing materials.

