# PROJECT MANUAL, INCLUDING SPECIFICATIONS, FOR

"Public Safety Complex Boiler Replacement 2015"

RUSSELL J. DEAN TOWN MANAGER

PREPARED BY:
EXETER PUBLIC WORKS DEPARTMENT
10 FRONT STREET
EXETER, NEW HAMPSHIRE 03833

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#### INVITATION FOR PROPOSAL

The Town of Exeter invites interested contractors to submit proposals for the "Public Safety Complex Boiler Replacement 2015" in complete conformance with the attached "Scope of Work". All prices submitted shall be lump sum and no additional compensation will be made by the Town unless approved by written change order signed by the Public Works Director. All work shall conform to the attached specifications and Supplemental Instructions.

The Town reserves the right to reject any and all proposals not conforming to the specifications or deemed not to be in the best interest of the Town. Proposals will be evaluated by the Public Works Director, and Exeter Town Manager. The quality, service availability, and the contractor's experience will be considered for the final selection.

The successful contractor must submit proof of liability and worker's compensation insurance within ten (10) days of the "Notice of Selection" as the acceptable contractor.

Proposals will be sealed and clearly marked, "Public Safety Complex Boiler Replacement 2015" and shall be submitted no later than 3:00p.m., on August 10, 2015, to the Office of the Town Manager, 10 Front Street, Exeter, New Hampshire 03833.

#### **SCOPE OF WORK**

The Contractor shall provide labor materials and equipment for removal of 2 existing boilers, and installation of 3 new replacement boilers as specified by Design Day Mechanicals, Inc. Bid Drawing set dated 06/18/2015

The contractor shall be responsible for all work to be in complete accordance with sound construction practice, and in conformance with the attached specifications. The Contractor will be responsible for full compliance and conformity of all applicable Building Codes. The Building Permit shall be applied for and obtained at no cost from the Exeter Planning and Building Office located at 10 Front Street, Exeter, NH 03833.

#### **SPECIFICATIONS**

## **DIVISION I: GENERAL REQUIREMENTS**

The minimum requirements are all applicable rules and regulations of the State of New Hampshire, and all other authority having jurisdiction.

- a. NFPA 13R
- b. NFPA 72 Fire Code
- c. NFPA 70 Electric Code
- d. International Building Code
- 1.1 The Contractor is required attend the *on-site pre-bid meeting* to be held on *Tuesday*, *July 21*, *2015 at 8:30 a.m.* at the Exeter Public Safety Complex, 20 Court Street, Exeter, NH for the opportunity to observe all conditions prior to bid submittal.
- 1.2 Once work is commenced, the contractor must work diligently and uninterrupted within the prescribed schedule until all work is complete.
- 1.3 A Contractor supervisor, with authority and ability to respond to any reasonable requests of Town authorities, must be on the job site during work and to supervise that work.
- 1.4 The Contractor shall be responsible for disposal and removal of debris on a timely basis.
- 1.5 The Contractor shall be responsible for noise/dust/fume control during work in progress, and all phases of construction.
- 1.6 The Contractor must provide practical safeguarding of existing electrical circuits that will remain in use

#### **DIVISION II: PAYMENT**

- **2.1** Contractor shall request payment after completion of the project.
- 2.2 Progress payments may be made for start up costs and work completed.
- 2.3 Payment shall be "Net Thirty Days" from the time of requisition submittal.

## DIVISION III: PROCEDURES, METHODS AND MATERIALS

#### The Contractor is responsible for;

- 3.1 Coordination of services for accomplishment of the project.
- 3.2 All required permits, with Exeter Building Permit issued at no cost.
- 3.3 All work to be completed within the designated Contract Time, or sooner unless a time extension is granted by the Public Works Director for legitimate reasons.
- 3.4 Submittals for approval of all methods and materials not clearly outlined in the scope of work.

## **DIVISION IV: WARRANTIES, AND BONDS/CREDIT**

- 4.1 All components, materials and workmanship shall be warranted for a two-year period.
- 4.2 The contractor must provide a performance and payment bond for the full amount of the contract, prior to start of work.

#### **DIVISION V: INDEMNIFICATION**

The contractor agrees to defend indemnify and hold harmless the Town of Exeter and its officials, employees and agents from any and all claims, demands, suits at law equity, or administrative actions claiming liability, loss, damages penalties, costs and/or fees,- including reasonable attorney's fees and costs on account of bodily injury, illness, personal injury, death or property damage arising out of the contractor's or any subcontractor's acts or omissions in relation to this agreement or project, even if liability is based on or alleged to be based on any fault of the Town of Exeter, it's officials or agents.

#### **INSURANCE**

Contractor shall provide proof of insurance, as shown, before any work commences:

- 1. Liability coverage: General liability \$500,000 combined single limit, comprehensive form, broad form property damage; independent contractor's insurance; product completed/operator's insurance.
- 2. Vehicle Insurance: \$500,000 combined single limit, comprehensive form; hired/non-owned.
- 3. Worker's compensation: Statutory limits; Employer liability.

These certificates shall contain a provision that the insurance company will notify the certificate holder and Town by registered mail, at least fifteen (15) days in advance of any cancellation or material change. The Town of Exeter shall be named as additional insured on the contractor's general liability policy for this project. The contractor shall require all subcontractors to meet the above insurance requirements.

The Town shall carry Builder's Risk coverage on the project to protect its interest in the project.

#### **PROPOSAL**

### TO: TOWN MANAGER

FOR: Furnishing all materials, labor and equipment to complete the attached Scope of Work, according to the Project Manual, including Specifications for "Public Safety Complex Boiler Replacement 2015"

The undersigned, as bidder, declares that the only person(s) or parties interested in this proposal as Principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that s/he has carefully examined the work and the project's specifications, attached hereto; and s/he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the contract attached, hereto; to provide all necessary tools, incidental materials, materials and methods to do all work and complete said work in the specified time prescribed; and that he will take payment for completed work, when approved by the Town Manager, for the following lump sum price:

This agreement, made as of the	day of _	, 2015, between
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## TOWN OF EXETER, NEW HAMPSHIRE

(HEREINAFTER CALLED Owner)

&

(hereinafter call Contractor)

Project Name: "Public Safety Complex Boiler Replacement 2015"					
Phone #:		Fax #:			
Address:					
Witnessed that follow		f materials covenants hereinafter set forth, agree as			
Article #1:	Work				
The Contracto		k described in "Scope of Work" and completed in accordance with all <b>Public Safety Complex Boiler Replacement 2015"</b> .			
Article #2:	Contract Time				
The work shall	be completed (& delivered) on, or before,	, as regulated by State Law.			
Article #3:	Contract Price				
The Town of Ex	xeter, NH shall pay the Contractor for the performance	of work, and after completion of the project, as follows:			
All work comp	lete: Lump Sum	\$			
In witness there	eof, the parties, hereto, have executed this ag	reement the day and year first above written.			
OWNER:	Town of Exeter, NH	VENDOR:			
BY:		BY:			
ATTEST:		ATTEST:			
DATE:		DATE:			

FULL NAME AND ADDRESS OF INDIVIDUAL SUBMITTING THIS PROPOSAL:	L, FIRM PARTNERSHIP OR CORPORA	ATION
Telephone number: ()	Date:	
Signed by:	Title:	
Federal Identification or Social Security Number:		