



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

October 30, 2014
Subject: **Siding Upgrade**
NO WIN: PH017060.02SU
Location: **Hampden**
Amendment No. 3

Dear Sir/Ms:

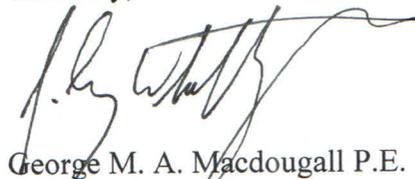
Make the following changes to the Bid Documents:

In the Bid Book, (page 12), **REMOVE** "SCHEDULE OF ITEMS", 1 page, dated October 3, 2014 and **REPLACE** with the attached new "SCHEDULE OF ITEMS", 1 page, dated October 28, 2014.

In the Bid Book, (pages 36-42), **REMOVE** "SPECIAL PROVISION, Section 815.00, Northbound – Southbound Rest Area Improvement – Siding upgrade", 7 pages, dated October 3, 2014 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 815.00, Northbound – Southbound Rest Area Improvement – Siding upgrade", 7 pages, dated October 28, 2014.

Consider these changes and information prior to submitting your bid on **November 5, 2014**.

Sincerely,


George M. A. Macdougall P.E.
Contracts & Specifications Engineer



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SCHEDULE OF ITEMS

Contractor _____

Item Description	Approximate Quantity and Units	Unit Price	Bid Amount (= 1xUnit Price)
815.01 Building B35857 – Hampden NB Rest Areas - Siding upgrades	Lump Sum		
815.02 Building B50971 – Hampden NB Rest Areas - Siding upgrades	Lump Sum		
815.03 Building B46473 – Hampden NB Rest Areas - Siding upgrades	Lump Sum		
815.04 Building B35858 – Hampden SB Rest Areas - Siding upgrades	Lump Sum		
815.05 Building B50973 – Hampden SB Rest Areas - Siding upgrades	Lump Sum		
815.06 Building B46478 – Hampden SB Rest Areas - Siding upgrades	Lump Sum		
Total Bid for all Items			

Bidders are required to bid all Items.

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the unit price for any item is not provided or is unreadable
- d) the Bid contains any irregularities, such as: Transportation and fees must be included in the monthly rental rate and may not be separately quoted, or any handwritten changes may not be made to the contract.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.

SPECIAL PROVISION

Section 815.00

Northbound – Southbound Rest Area Improvement – Siding upgrade

Description

The work on the Northbound rest areas on Interstate 95 in Hampden, 6 buildings total, consists of removing and disposing of all existing wooden clapboard, vinyl siding and underlayment. The work shall also include preparing the existing wooden surface, installing new building underlayment and vinyl siding.

The work shall include applying vinyl siding to the complete exterior of the six buildings using aluminum nails and appropriate accessories. New building underlayment will be applied to all walls before siding is installed. The siding will be 4” vinyl and the corners are to be 6” wide.

The work also includes removing and disposing the flat blocks on the wide frieze boards, the wide board above the windows, the crown molding under the soffit, the small molding on the frieze, the corner boards, the water table band at the bottom, and the casings around the windows and boards.

The work shall also include furnishing and installing vinyl soffits and aluminum fascia. The fascia will be fabricated on site to match the existing shape as closely as possible. Aluminum flashing trim shall also be fabricated and installed where the siding comes up against the frieze board then vertical vinyl will be applied on the wide frieze below the soffit. The color of the vinyl and aluminum fascia shall be a Light Maple and must be approved by the Department.

Work shall furnish and install gutters above six exterior doors, three at Northbound and three at the Southbound Rest Areas. The gutters will not include any downspouts and the color will match the trim color.

Work shall also include keeping the grounds of the work site clean, free of nails and other debris.

The buildings on the Northbound and Southbound rest areas will remain open to the public, employees and vendors. The entrance and exit to the buildings will be open at all times and the contractor will be responsible for signing and conning the area and to inform and protect the above mentioned people from hazards associated with the project.

Materials All materials shall be new and unused.

Siding - .046 thick vinyl siding, Light Maple / aluminum nails

Trim/ Fascia covering - Aluminum Coil stock, Light Maple in color

Soffit- Light Maple, perforated

Building Wrap - underlayment- Typar House-wrap or approved equal

General

The existing- roofing shall be removed and disposed of in accordance with applicable National, State and local laws. The existing surface shall be smooth and free of protruding nails prior to placing underlayment. Vinyl Siding shall be installed in accordance with the manufacturer's recommendations.

The building is to be covered with new Typar House-wrap, vinyl siding, soffit and new trim/fascia coverings on all wood areas around doors, windows and exterior trim work.

The completed installation siding shall conform, to all applicable National, State and local codes.

Location Physical address for each location is as follows:

Hampden
Interstate-95
Northbound and Southbound Rest Areas

Construction All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. The Contractor shall submit two (2) copies of shop drawings (when applicable) to Department for review at least fifteen (15) days prior to incorporation into the work. Shop drawings shall be approved prior to incorporation into the work.

All Siding Colors shall be selected by Department from manufacturer's standard colors.
Any Paint colors shall be selected by Department from manufacturer's standard colors.

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but is not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Quality and Standards Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals The Contractor shall submit manufacturers' specifications, product data and installation instructions for all items furnished. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittal.

Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Installation

- Installation, handling and storage of all materials shall comply with manufacturer's instructions and recommendations.
- The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.
- Complete installation to provide weathertight service.
- Completed installation for the doors, entryways and openers shall conform, to all applicable National, State and local codes

Responsibility for Existing Structure Removal of existing materials shall be accomplished without damage to the portion of the structure that is to remain. The contractor shall be responsible for all damage to the existing structure resulting from an act, omission, neglect, or

misconduct of the Contractor until Final Acceptance. The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damage property or otherwise make any good losses that arise from such damage.

Responsibility for Damage to Work Expect for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures and all other items or Material not yet incorporated into the work.

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor's Safety Plan to the Department's Bureau of Maintenance & Operations Section prior to Contract award. If a copy of the Contractor's Safety Plan is on file with the Department's Bureau of Maintenance & Operation's, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and the Standard Specifications. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

The contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure the safety of all persons who may be in, on or adjacent to the Site. The Contractor shall perform Work in a manner that is in compliance with applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with applicable OSHA requirement or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of Work on the entire project until all unsafe practices are corrected and comply with the applicable requirements, standard or practice.

Environmental Requirements and Waste Materials All waste materials shall be removed and disposed of in accordance with all federal, state, and local laws. All materials removed from the site shall be the property of the contractor. Sale of these materials on site, and removal by persons other than the contractor or his personnel, shall be at the risk of the contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the contractor. The contractor shall be responsible for any and all materials dropped from his trucks distant from the project. The contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of

potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Permits, Fees, and Notices The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary, appropriate and legally required to perform the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Department, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

Closeout Procedures The Contractor shall make final changeover of permanent locks and deliver keys to Department, and complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects,.

Final Cleaning The Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of nails, rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or

- that already show evidence of repair or restoration.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances. Replace parts subject to unusual operating conditions.

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

Warranties for siding and vinyl or plastic boards.

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work for one (1) year from date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, in order for the Department to finally "accept" the Project. All defects, including leaks occurring during guarantee period, shall be corrected without cost to the Owner. The contractor unconditionally warrants and guarantees to the owner that all work will be of good quality, free from faults and defects, and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

Method of Measurement The I-95 Northbound and Southbound Rest Area Improvements – Siding Upgrades will be measured for payment as one lump sum, complete in place and accepted for each building (6 total).

Basis of Payment The I-95 Northbound and Southbound Rest Area Improvements – Siding Upgrades will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated and as called for in the contract, including removing and disposing of the existing siding and construction debris, furnishing and installing new vinyl

siding, soffits, aluminum fascia, labor, equipment and materials for construction and other contract related incidentals necessary to complete the work as described in Special Provision 815 Buildings. The furnishing and installation of the gutters shall be incidental to the building in which they are installed upon.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
815.01 Building B35857 – Hampden NB Rest Areas - Siding upgrades	Lump Sum
815.02 Building B50971 – Hampden NB Rest Areas - Siding upgrades	Lump Sum
815.03 Building B46473 – Hampden NB Rest Areas - Siding upgrades	Lump Sum
815.04 Building B35858 – Hampden SB Rest Areas - Siding upgrades	Lump Sum
815.05 Building B50973 – Hampden SB Rest Areas - Siding upgrades	Lump Sum
815.06 Building B346478 – Hampden SB Rest Areas - Siding upgrades	Lump Sum