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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

June 30, 2016
Subject: Replacing Roofing
State WIN: 022333.00
Location: **China**
Amendment No. 1

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE "**SPECIAL PROVISION, SECTION 815 (Dome Roofing Replacement)**", pages 34 thru 42, and REPLACE with the attached revised "**SPECIAL PROVISION, SECTION 815 (Dome Roofing Replacement)**", 10 pages, dated 6/29/2016.

Plans for the original structure can be viewed and obtained digitally at no cost at http://www.maine.gov/mdot/contractors/. No assurance is given that the information on the plans represents actual existing structures and conditions at the time of construction. The Department shall not be responsible for the Bidder's and the Contractors' interpretations of or estimates or conclusions drawn from exiting plans. Before submitting a bid, the Bidder is responsible for examining the site and other investigations that make the Bidder fully aware of the conditions that would be encountered in performing the work.

The following questions have been received:

Question: What is the height of the roof?

Response: We have made the plans for the original structure on file available.

Question: How many squares of shingles? Or buildings dimensions – so we can compute.

Response: We have made the plans for the original structure on file available. These plans show the dome to be approximately 100' diameter.

Question: How long are the rows of cap shingles?

Response: We have made the plans for the original structure on file available.

Question: Are any of the vents or peak fan being re-used?

Response: Replace as needed, as determined by the Department.

Question: Can we re-use step flashing from roof to vinyl siding?

Response: Yes.

Consider this change and information prior to submitting your bid on **July 6, 2016**.

Sincerely,

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

China
WIN 022333.00
Dome Roof
May 29, 2016

SPECIAL PROVISION

SECTION 815

(Dome Roofing Replacement)

Description This work consists of removing existing shingles and underlayment, disposing of the existing roofing, underlayment, and any other construction debris, preparing the surface, installing underlayment and new shingles, installing ice and water shield around the vent, entryway, fan housing and on the ridge joints, installing metal flashing around the bottom edge, replacing all drip edge and covering the trim on each dome. This shall include replacing roof panels, sheathing and fascia boards as directed by the Department and disposing of replaced sheathing and fascia boards and any other construction debris.

Maintenance Lot	Building Number	Diameter (ft)	Location
South China Region 2	B36074	102 +/-	Rt. 3, 1.2 mi. east of Vassalboro-China town line on North side

The Department has made every attempt to reduce salt and materials normally stored inside the listed structures to allow the Contractor reasonable access as needed to perform the required work. The amount of material will not be increased until after October 1. It is the Contractor's responsibility to identify these obstacles prior to bidding.

Materials **All materials shall be new and unused. Materials shall meet the following requirements:**

- **Shingles**
  1. **ASTM D3462, glass fiber mat base, mineral granule surfaced, self sealing, fungus and algae resistant.**
  2. **Product: Cambridge series by IKO, CertainTeed Landmark Pro or approved equivalent.**
  3. **Type: Architectural.**
  4. **Size: 13 ¾ inches x 40 7/8 inches.**
  5. **Color: Charcoal, to be selected by the Department from manufacturer's full color range.**
  6. **Exposure: 5 7/8 inches**
  7. **Acceptable Manufacturers:**
     a. **IKO, (www.iko.com)**

b. **CertainTeed Corp. (www.certainteed.com)**
c. **GAF Materials Corp. (www.gaf.com)**
d. **Owens Corning. (www.owenscorning.com)**
e. **Approved equivalent**

8. **Warranties:**
   a. **Furnish manufacturer's 30 year warranty providing coverage against water leakage through shingles.**
   b. **Provide manufacturer's 10 year warranty providing coverage against shingle discoloration due to algae growth.**
   c. **Provide manufacturer's 5 year warranty providing coverage shingle damage due to winds up to 110 MPH.**
9. **Fire Hazard classification Class A**

- **Roofing Underlayment – Synthetic roofing underlayment, woven HDPE polypropylene/polyethylene roofing underlayment, Roof Top Guard II or approved equal.**

- **Fasteners: Nails, either galvanized, barbed shank, 3/8" head, sharp pointed conventional of sufficient length to penetrate through plywood sheathing. Nails must be as recommended by the manufacturer. Staple fasteners will not be allowed.**

- **Self-Adhered roofing underlayment - Cold applied, self-adhering, high strength polyethylene film, Grace Ice & Water Shield or approved equal.**

- **Flashing – 12" Aluminum. Color to be selected by the Department from manufacturer's full color range**

- **Drip Edge – 8" Aluminum**

- **Replacement fascia boards shall be #4 Pine.**

- **Trim covering - Aluminum PVC Coil stock, moss green**

Contractor is to provide three (3) extra bundles of shingles at the conclusion of the job.

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 University has approved the submittal.**

Submittals for Review:

1. **Product Data: Manufacturer's product description and installation instructions.**
2. **Samples: Shingle samples showing available colors.**
3. **Warranty: Sample warranty form.**

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, but not less than those recommended by ARMA's *Residential Asphalt Roofing Manual* or *The NRCA Steep Roofing Manual.***
- **Do not install shingles when ambient, or wind chill temperatures are below 40 degrees F.**
- **Fasten asphalt shingles to roof sheathing with nails.**
- **Remove existing shingles and underlayment to wood deck.**
- **The existing shingles shall be removed and the existing surface shall be smooth and free of protruding nails prior to placing primer, membrane, underlayment and roofing. Broom clean deck surfaces under eave protection and underlayment.**
- **Ice and Water shield or approved equal shall be applied around the vents, fan housing, where the entryway meets the dome, along the ridges where roof panels meet and along the bottom edge of the dome roof. Ice and Water Shield shall be applied 18" wide around the vents and fan housing and 36" wide where the entry meets the dome, along the ridges where roof panels meet and along the bottom edge of the dome roof.**
- **Roof Top Guard II or approved equal shall be applied over the entire roof in accordance with the manufacturer's recommendations. Seal seams and joints with manufacturer recommended sealant or adhesive.**
- **Project first course of shingles 3/8" beyond fascia boards.**
- **Cap hips and/or ridges with individual ridge shingles, maintaining 5 7/8" weather exposure. Place to avoid exposed nails. Install shingles over ridge vents per manufacturer's recommendations.**
- **Drip edge shall be installed along the edge of the fan doghouse roof. Lap ends 2" minimum and seal with plastic cement. Nail in place 8" on center maximum. Apply plastic cement to cover nail heads.**
- **Replace all flashing around roof penetrations and along bottom edge. Flashing to be 12" minimum width aluminum and sealed with 36' wide ice and water shield as previously specified. Lap ends 2" minimum and seal with plastic cement. Nail in place 8" on center maximum. Apply plastic cement to cover nail heads and at edge of flashings for entire length of metal. Flashing around bottom edge of dome roof shall be coil stock, bent to fit.**
- **Remove and replace damaged or deteriorated roof vents. Vents to remain shall be approved by the Department. The replacement materials shall match the dimensions of those being replaced.**
- **Remove and replace damaged or deteriorated fascia boards designated by the Department. The replacement materials shall match the dimensions of those being replaced.**

- **Replace any damaged or deteriorated roof sheathing designated by the Department. The Contractor shall notify the Department of the presence of any deteriorated or damaged sheathing. The replacement materials shall match the dimensions of those being replaced. The initial classification of an area as sound does not prevent its subsequent reclassification upon further inspection.**
- **The Contractor shall notify the Department of the presence of any deteriorated or damaged roof panels, plugs, bracing or other components of the domes.**
- **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 roof shall conform, to all applicable National, State and local codes**

Protection of Finished Work

- **Protect finished work until final acceptance by the Owner.**
- **Do not permit excessive foot traffic over finished roof surface.**

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

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 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 the Contractor's TCP, an applicable OSHA requirements, and established safety practices.

If the Contractor performs Work in a manner that is not in compliance with the Contractor's TCP, an applicable OSHA requirement, or established safety practices,

Failure by the Contractor to comply with the Contractor's TCP or an 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.

Safe Access The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

Cleaning Up The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, equipment, and machinery. If the Contractor fails to clean up at the completion of the work, the owner may do so as provided in the owner's right to carry out the work clause. Streets and sidewalks will be cleaned if mud and debris is tracked by the Contractor's equipment.

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 shingling 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.

Warranty The Contractor shall guarantee work for three (3) years 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 shall provide Manufacturer's standard 30-year written pro-rated warranty on material. The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

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.

Payment

The Department will estimate the amount of Work performed bi-monthly and make payment based upon such estimates. No such estimates or payment will be made if, in the judgment of the Resident, the Work is not proceeding in accordance with the provisions of the Contract, or when the total value of the Work performed since the last estimate amounts to less than $5,000. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Department will pay 100% of each approved Progress Payment until the Work is approximately 50% complete. Thereafter, the Department will deduct 5% of the amount of each Progress Payment as retainage. In the event that the Department reasonably

believes that retainage will be insufficient to cover all Contractor obligations under this Contract, the Department may increase the retainage to up to 5% of the Contract amount.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

A. Defective Work or non-conforming Work,
B. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
C. Failure to provide the Department the opportunity to inspect the Work,
D. Damage to a third party,
E. Claims filed or reasonable evidence indicating probable filing of claims,
F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
G. Substantial evidence that the Project cannot be completed for the unpaid balance,
H. Substantial evidence that the amount due the Department will exceed the unpaid balance,
I. Regulatory non-compliance or enforcement,
J. Failure to submit Closeout Documentation
K. All other causes that the Department reasonably determines negatively affect the State's interest.

Responsibility for Damage to Work Except 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 Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with

Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

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.

Allowable Work Times Work can be performed at any time except Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Method of Measurement

Item 815.00 Building - Roofing Replacement China Dome will be measured one lump sum, complete in place and accepted for each dome including the removal and disposal of existing shingles and underlayment, installation of underlayment and new shingles, installation of ice and water shield, installation of metal flashing, replacing the drip edge, covering the trim and furnishing, bending and installing the bottom edge covering flashing.

Item 815.01 Building Item: Replacing Fascia Boards will be measured by the linear foot, complete and in place, including the removal and replacement of the sheathing.

Item 815.02 Building Item: Replacing Sheathing will be measured by the square foot, complete and in place, including the removal and replacement of the fascia boards.

Basis of Payment

Item 815.00 Building - Roofing Replacement China Dome will be paid for at the contract lump sum price, each building, complete in place and accepted. No price adjustments

will be made to the unit price. It will be the responsibility of the Contractor to verify the dimensions prior to submitting bid documents.

Item 815.01 Building Item: Replacing Fascia Boards will be paid for at the contract unit sum price per linear foot, complete in place and accepted.

Item 815.02 Building Item: Replacing Sheathing will be paid for at the contract unit price per square foot, complete in place and accepted.

The satisfactory disposal of all removed materials shall be considered incidental to related contract items.

Payment for any staging, platforms or lifts required by the Contractor to gain access to the work in order to perform the work, or to provide access to the Department in order to inspect or measure the work, shall be considered incidental to related contract items unless the contract provisions specify separate payment for such access devices.

The payment for each contract item will also be full compensation for furnishing all materials, labor, equipment, for all formwork, and for all other incidentals necessary to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
815.00	Building – Roofing Replacement West Gardiner Dome	Lump Sum
815.01	Building – Replacing Fascia Boards	Linear Foot
815.02	Building – Replacing Sheathing	Square Foot