

Lincoln/Haney Engineering Associates, Inc.

Structural Engineering Consultants

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ADDENDUM #1

DATE: March 30, 2020

PROJECT: Maine Department of Corrections, Bolduc Facility Unit 2 Reroofing
Warren, Maine

OWNER: State of Maine
Bureau of Real Estate Management
4th Floor, Cross State Office Building, 111 Sewall Street
77 State House Station
Augusta, ME 04333-0077

BID DATE: April 2, 2020

The contract documents dated March 16, 2020 are modified in accordance with this addendum as follows:

DESCRIPTION	<p><u>Relating to Specifications</u></p> <ol style="list-style-type: none">1. Section 00 11 13, Notice to Contractors Revise completion date for Alternate #1 for completion required on October 28, 2020. Note that the required completion date for the base bid with Alternate #2 remains unchanged.2. Section 00 41 13, Contractor Bid Form Revise the bid form to remove the bid allowance for Alternate #2. It is still required to submit unit prices for localized EPDM repairs as indicated.3. Section 01 00 00, General Requirements Revise paragraphs 1.1.B and 1.2.A. to reflect the extended completion date for Alternate #2. <p><u>Relating to Drawings</u></p> <ol style="list-style-type: none">1. Drawing R2 Where plumbing vents are indicated to be moved "AS CLOSE TO THE WALL AS POSSIBLE – TYPICAL OF 4", revise the notation to read "A MINIMUM DISTANCE OF 13'-0" FROM THE WALL – TYPICAL OF 4". Note that, in order to access the plumbing vent from above, removal of a portion of the existing 1-1/2" steel roof deck will be required. Replace with 22 gage deck to match existing. Screw sidelaps with #10 TEK screws, with 1 per deck span. Fasten ends and intermediate supports to steel joists with #12 screws at 12" on center.
ATTACHMENTS	Specifications sections 00 11 13, 00 41 13, and 01 00 00.

ENGINEER: By:	Lincoln/Haney Engineering Associates, Inc. Michael A. Cunningham, P.E., LEED AP
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00 11 13
Notice to Contractors

Bolduc Correctional Facility Unit 2 Reroofing

Removal of approximately 3000 sf of asphalt shingles and replacement with standing seam metal roofing. Alternate #1 is for removal and replacement of 5000 sf of EPDM roofing. Alternate #2 is for EPDM roof repairs in the event that Alternate #1 is not selected.

The cost of the work is approximately \$ \$50,000 (Base Bid) plus \$78,000 (Alternate #1) or \$8,000 (Alternate #2). The work to be performed under this contract shall be completed on or before the Final Completion date of *22 June 2020 for the base bid and Alternate #2 and 28 October 2020 for Alternate #1.*

1. Sealed Contractor bids, in envelopes plainly marked "Bid for *Bolduc Correctional Facility Unit 2 Reroofing*" and addressed to:
David Schoenherr
Bureau of Real Estate Management
111 Sewall Street, Cross State Office Building, 4th Floor
77 State House Station
Augusta, Maine 04333-0077
will be opened and read aloud at *the address shown above* at **2:00 p.m.** on **April 2, 2020**. Any bid submitted after the noted time will not be considered a valid bid and will remain unopened.
2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is required* on this project.
If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BREM website.
4. Performance and Payment Bonds *are required* on this project.
If noted above as required, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BREM website.
5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.
7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *The mandatory pre-bid conference will be held at the project site at the Maine Department of Corrections, Bolduc Facility, Unit #2, at 516 Cushing Road in Warren, Maine on March 24 at 10:00 AM .*

00 11 13
Notice to Contractors

8. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be Renovation or addition insured by Owner.

9. Bid Documents - full sets only - will be available on or about *March 16, 2020* and may be obtained *electronically at no cost* from:
Lincoln/Haney Engineering Associates
14 Maine Street, Suite 306A
Box 7
Brunswick, Maine 04011
Telephone: 207-729-1061 email: mcunningham@lincolnhaney.com

10. Bid Documents may be examined at:

<i>AGC Maine</i>	<i>Construction Summary</i>
<i>188 Whitten Road</i>	<i>734 Chestnut Street</i>
<i>Augusta, ME 04332</i>	<i>Manchester, NH 03104</i>
<i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Phone 603-627-8856 Fax 603-627-4524</i>

00 41 13
Contractor Bid Form

Bolduc Correctional Facility Unit 2 Reroofing

To: *David Schoenherr*
Bureau of Real Estate Management
111 Sewall Street, Cross State Office Building, 4th Floor
77 State House Station
Augusta, Maine 04333-0077

The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated *March 16, 2020*, prepared by Lincoln/Haney Engineering Associates and Independent Roof Services for the Bolduc Correctional Facility Unit 2 Reroofing, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

- 1. Allowances *are not included* on this project.
Bid amount above includes the following Allowances

\$

- 2. Alternate Bids *are included* on this project.
Alternate Bids are as shown below
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 *Removal and replacement of EPDM roofs* \$ _____ .00

2 *Provide unit costs for EPDM repairs as follows:* \$ _____ .00

A. *12" by 12" surface repairs. - price per each* \$ _____ .00

0 *12" wide flashing repairs - price per lineal foot* \$ _____ .00

3. *not used* \$ _____ .00

**00 41 13
Contractor Bid Form**

3. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4. Bid security *is required* on this project.

If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

5. Filed Sub-bids *are not required* on this project.

**00 41 13
Contractor Bid Form**

Bolduc Correctional Facility Unit 2 Reroofing

- 6. The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

- 7. This bid is hereby submitted by:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

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General Requirements

1.1 SUMMARY OF WORK

- A. Contract Documents indicate the Work of the Contract and related provisions of the Project.
- B. This Project will be performed at the Maine Department of Corrections, Bolduc Facility in Warren, Maine. The project is scheduled for substantial completion of the base bid and Alternate #2 on June 15, 2020. Final completion of the base bid and Alternate #2 is required on or before June 22, 2020. Alternate #1 shall be substantially complete by October 21, 2020 with final completion by October 28, 2020. The area of construction is in use as a prison. The building will be occupied throughout the construction period. All construction operations must be approved by a designated representative of the state before commencing that part of the job. The contractor will be required to submit a detailed project approach before beginning any aspect of the work. The approach shall identify the schedule for performing all aspects of the work, locations of staging that will be required, means of protection of existing finishes from damage, and protection of exterior finishes and plantings. The contractor will be required to coordinate construction activities with the Owner's designated representative to insure that construction activities do not interfere with the operations of the building occupants, do not compromise security of the facility, and that safety protocols are maintained. All construction materials shall be secured in a place acceptable to the designated representative. Background checks will be required for all personnel who will be on site.
- C. Base Bid work involves the removal of approximately 3000 square feet of existing asphalt shingles and replacement with standing seam metal roofing. Alternate #1 is for removal and replacement of 5000 square feet of EPDM roofing. Alternate #2 is for patching repairs to EPDM roofing in the event that Alternate #1 is not accepted. The contractor shall include in his scope all incidental construction required to perform the entire scope of work indicated in the construction documents.
- D. Work of this Contract includes coordinating the work with the daily operations of the Owner to avoid interference with the Owner's operations.

1.2 SCHEDULING AND PHASING OF WORK

- A. Substantial Completion: Work of the Contract for the base bid and Alternate #2 must be Substantially Completed by June 15, 2020 with final completion by June 22, 2020. Work of the Contract for Alternate #1 must be Substantially Completed by October 21, 2020 with final completion by October 28, 2020.
 - 1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Building Operations: The building will be occupied throughout the construction period. The contractor's operations may be constrained to avoid interference with the Owner's activities and maintain necessary security of the facility. There will be some area available for storage of

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materials or equipment on site. The locations of storage areas will not be at any place that will interfere with activities of the building occupants. Any areas permitted for the contractor's use shall be made secure and maintained for the safety of the users of the building. The contractor will need to coordinate construction activities with the Owner's operations throughout the construction period.

- C. It will be the contractor's responsibility to protect the interior of the building from damage during construction due to weather or construction operations. Damaged items will require replacement in kind at the contractor's expense. This includes items scheduled for removal and reinstallation
- D. Within five (5) working days following issuance of a Notice to Proceed, and notwithstanding any delay in execution of a formal Contract Agreement, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Construction Schedule, approved by the Owner, shall be submitted within five (5) working days from the receipt of review comments by the Architect and Owner.

1.3 CONTRACT SITE; USE OF PREMISES

- A. The Contract Site shall include the following:
 - 1. Building roof areas where work is in progress.
 - 2. Areas assigned to the Contractor by the Owner for storage, staging and other temporary uses.
- B. The Contractor shall have control over areas of the Contract Site only to the extent as is agreed by the Owner's designated representative when scheduled work is ongoing. The Contractor's control over the site area is relinquished at the end of each work day. Work outside of Contract Site area shall be subject to the control the Owner.
- C. The Contractor shall be responsible for security on the Contract Site area at times during his control as described above. The Contractor is responsible for leaving the project site free of any unsafe conditions and weathertight throughout the construction period.
- D. Smoking will not be permitted on the premises.

1.4 COORDINATION

- A. Work of this Contract includes coordination of the entire Work of the Project.
- B. A building permit for this project will be obtained by the Contractor.
- C. Background checks are required for all on-site personnel. The contractor shall be responsible for limiting personnel of all subcontractors' personnel as well as their own forces to individuals approved by the maine Department of Corrections.
- D. Coordinate work with all utilities. Interruption of services shall be coordinated with the Owner's representative.
- E. Coordinate the work of equipment and material suppliers and subcontractors.

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- F. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
- G. Maintain the project site in a neat condition.
- H. Assist the Engineer as required in the review of construction.
- I. Maintain up-to-date progress records and as-built drawings.

1.5 CONFLICTS

- A. Contractor shall notify Engineer in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Engineer's determination before proceeding.
- B. Conflicts that arise during construction shall be resolved by the Engineer.
- C. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Engineer.

1.6 SUBMITTALS

- A. Refer to Section 00 72 13, Standard General Conditions, Article 15, for requirements.
- B. The Contractor shall submit product data and shop drawings electronically by email to the Engineer for review. Reviewed submittals will be returned electronically by email.
- C. Within ten (10) working days following issuance of a Notice to Proceed, the Contractor shall submit a Schedule of Values indicating the cost of various materials and tasks anticipated for the project. The Contractor shall use this Schedule as the basis for monthly Applications for Payment.
- D. Within five (5) working days following issuance of a Notice to Proceed, the Contractor shall submit a proposed Phasing and Progress Schedule (refer to Section 1.2D). The schedule will be reviewed by the Owner and the Architect. Comments will be provided within five (5) working days. A final Construction Schedule, with modifications in accordance with review comments, shall be submitted within five (5) working days of receiving review comments.
- E. At least one (1) week prior to sending of any submittal, the Contractor shall provide a submittal schedule, identifying the list of submittals with dates that each will be delivered to the Engineer.

1.7 QUALITY ASSURANCE; SUBSTITUTIONS

- A. Substitutions of materials without advanced approval of the Engineer will not be permitted.
- B. Proposed substitutions of materials or details shall be separated from submittals or, if included within the submittal, shall be clearly identified as substitution requests.
- C. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substituted products.

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1.8 TEMPORARY FACILITIES

- A. The Owner will supply the following for the Contractor's use:
 - 1. Electrical Power: The Contractor may use the existing electrical service at the building, which may be accessed from the Boiler Room. There are no exterior outlets. There are electrical outlets in the attic. None of the outlets available can serve 220 volt power. The Contractor will be responsible for any modifications, temporary services, cables and lighting fixtures necessary to use the provided power and for any damage to the existing electrical system caused by the Contractor.
 - 2. On-site parking: The Contractor shall coordinate parking needs with the Owner's authorized representative.
 - 3. Potable water unless work of the contract makes it necessary to shut off water.

- B. The Contractor will provide:
 - 1. Temporary barricades as required to separate the Contract Site areas from the public.
 - 2. His own on-site telephone if so required for the conduct of his business.
 - 3. Sanitary facilities.
 - 4. Protected storage.

1.9 PROTECTION AND RESTORATION

- A. The Owner will be responsible for moving all existing equipment, furnishings, supplies, etc. from the Contract Site.

- B. The Contractor shall be responsible for all damages to existing construction, including finished surfaces within the facility and finished surfaces outside the building, caused by Work of Contract.

- C. The Contractor shall protect paved areas, lawns and other plantings around the Building from damage associated with the construction. Costs to repair major damage to paved areas and landscaping will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Engineer will determine if damages are minor or major.

1.10 CLEANING

- A. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - 2. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - 3. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

- B. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.

- C. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

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- D. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
- E. Upon completion of the Project:
 - 1. Broom clean paved areas and rake lawns adjacent to the Building and completely remove resultant debris.
 - 2. Visually inspect all exterior and interior surfaces and areas affected by the construction and remove all traces of soil, waste materials, foreign matter, etc. Hose down if necessary.

1.11 REMOVALS

- A. Materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
- B. Remove all debris, rubbish, surplus materials and equipment immediately from the Project Site and legally dispose of at Contractor's expense.
 - 1. Note: Do not assume that local landfill facilities will accept construction debris, even if paid for.
- C. Materials identified for removal and reuse shall be handled with care. Remove and store at a secure location. Reinstall in a manner equal to what existed prior to removal unless otherwise indicated or approved. For items requiring operation, reinstall to be fully operational. The contractor will be responsible for any repairs of damages to items specified to be reinstalled.

1.12 FINE CUTTING, PATCHING, FINISHING; GENERAL

- A. Perform removal and cutting work as required for the completion of work under this Contract.
- B. Removal and cutting shall be done in a manner to avoid damage to adjacent work that is to remain.

1.13 PROJECT CLOSEOUT

- A. Substantial Completion: The Engineer will conduct an Inspection of Substantial Completion when the Contractor submits the following:
 - 1. Confirmation that conditions of Substantial Completion (paragraph 1.2) have been satisfied.
 - 2. A list of remaining items of work to be completed or corrected.
- B. Substantial Completion Inspection Procedure: Upon receiving the Contractor's request for a Substantial Completion Inspection the Engineer will schedule an inspection of the Work to check and supplement the "punch list" as applicable and either (1) endorse and date the Request for Substantial Completion or (2) advise the Contractor of work remaining to be performed before an inspection of final completion and acceptance will be performed.
 - 1. In the event that the conditions outlined in paragraph 1.2.A are not satisfied in the opinion of the Engineer, the Contractor will be advised of remaining work to be done before the Owner will use the facility. The Contractor shall proceed with to fulfill the requirements

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as soon as possible. Under no circumstances shall it be permitted for Substantial Completion to be delayed past November 19, 2019.

- C. Final Completion and Acceptance: The Engineer will conduct an Inspection of Final Completion and Acceptance when the Contractor submits the following:
 - 1. Final payment request
 - 2. Copies of warranties and guarantees as specified in the appropriate sections of the specifications
 - 3. Copy of Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.

- D. Final Completion and Acceptance Inspection Procedure: Upon receiving the Contractor's request for a Final Completion and Acceptance Inspection, the Engineer will schedule an inspection of the Work to reinspect the work. Upon completion of the reinspection the Engineer will either recommend final acceptance and final payment or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary this procedure will be repeated as an additional inspection(s) until all work has been satisfactorily completed.

- E. Additional Inspections: The Engineer will conduct a total of two site visits for the purpose of inspecting for "Substantial Completion" and "Final Completion and Acceptance." Additional visits required by reason of prerequisites not completed, excessive "punch list" items and "punch list" items not properly corrected at visit for Final Completion, shall be reimbursed to the Engineer by the Contractor at Engineer's standard billing rates for personnel involved.

1.14 ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED

- A. Materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

END OF SECTION