

**CONTRACT & SPECIFICATIONS
FOR
ROOF REPLACEMENT
FORT HALIFAX STATE HISTORIC SITE
WINSLOW, MAINE
BREM Project Number: 3048**

**ROOF REPLACEMENT
FORT HALIFAX STATE HISTORIC SITE
WINSLOW, MAINE**

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Notice to Contractors

Fort Halifax Roof Replacement

BGS#: 3048

Complete replacement of the roof for the Fort Halifax blockhouse.

The cost of the work is approximately \$ 20,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *1 May 2021*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Fort Halifax Roof Replacement**" and addressed to the Bid Administrator at: ryan.kerr@maine.gov, so as to be received no later than **2:00 p.m.** on **October 7, 2020**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of Parks and Lands office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to ryan.kerr@maine.gov.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Ryan Kerr, Bureau of Parks and Lands, 106 Hogan Road, Suite 7, Bangor, Maine 04401, ryan.kerr@maine.gov.

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 not 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 BGS website.
4. Performance and Payment Bonds *are not 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 BGS 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

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Notice to Contractors

may be prohibited from participating in this meeting and bidding. *Wednesday, September 30, 2020 from 10:00 am to 12:00 pm.*

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 Contractor.
9. Bid Documents - full sets only - will be available on or about *September 23, 2020* and may be obtained *electronically at no cost* from:
Bureau of Parks and Lands
106 Hogan Road, Suite 7
Bangor, Maine 04401
ryan.kerr@maine.gov
10. Bid Documents may be examined at:
Bureau of Parks and Lands
106 Hogan Road, Suite 7
Bangor, Maine 04401
Phone 207-974-6467 Fax 207-941-4222

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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Instructions to Bidders

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
2. Authority of Owner
- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest sum of an acceptable Base Bid plus any Alternate Bids the Owner elects to include. An acceptable bid is one from a responsive and responsible bidder.
3. Submitting Bids and Bid Requirements
- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time.
- 3.3 A bid that contains any escalation clause is considered invalid.
- 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.
- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Consultant shall not issue Addenda affecting the content of the bid less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor

00 21 13
Instructions to Bidders

provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

Small Construction Project Bid Form

Fort Halifax Roof Replacement

To: Ryan Kerr
Bureau of Parks & Lands
106 Hogan Road, Suite 7
Bangor, Maine 04401

The undersigned, or Bidder, having carefully examined the form of contract and bid solicitation dated March 31, 2020, prepared by Gartley & Dorsky Engineering & Surveying for Fort Halifax Roof Replacement, 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

Alternate Bids are not included on this project.

The Bidder further proposes the following Alternate Bid amounts. Any dollar amount line below that is left blank by the Bidder shall be taken as a bid of \$0.00.

1 insert title of Alternate as shown in specification, or delete \$ _____ .00

2 insert title of Alternate as shown in specification, or delete \$ _____ .00

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- 1. 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 six calendar days after the date of notification of such acceptance, except if the sixth 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.

This bid is hereby submitted by:

Signature: _____

Printed name and title: _____

Company name: _____

Phone number: _____

Email address: _____

State of Maine
CONSTRUCTION CONTRACT

Small Construction Project

(Contract value less than \$50,000)

(Indicate here if this is an under \$5,000 single source award:)

Agreement entered into by and between the *insert contracting entity name* hereinafter called the *Owner* and *insert Contractor company name*, hereinafter called the *Contractor*.

BGS Project No.: *insert number assigned by BGS (not the PIP number)*

Other Project No.: _____

For the following Project: *brief name of project* at *facility or campus name*, *municipality*, Maine.

Brief Scope of Work: *brief description of the general scope of the contractor's work*
(Provide a detailed description of the work in Attachment A - Scope of Work)

The *Owner* and the *Contractor* agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described in "Attachment A" the *net firm* Contract Sum amount of *\$0.00*.

1.2 The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

1.2.1 Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

1.2.2 Provisions for late payments will be governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

1.3 Contracts based on a not-to-exceed amount shall specify the hourly rates, unit prices or allowances in Attachment B - *Basis of Compensation*.

1.4 The Owner shall retain 5% of each payment due the Contractor as part security for the fulfillment of the contract, payable upon final completion of the work (5 M.R.S. §1746).

ARTICLE 2 TIME OF COMPLETION

2.1 The Work of this Contract shall be completed on or before the Final Completion date of *31 December 2021*.

Substantial Completion: date of first beneficial use by the Owner.

Final Completion: the Contractor's final completion deadline.

Contract Expiration: the Owner's deadline for management of contract accounts.

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services (BGS) may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

3.2 By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.3 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 The Contractor shall comply with all laws, codes and regulations applicable to the work.

4.2 The Contractor shall acquire all permits and third-party approvals applicable to the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

4.3 The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.

4.4 The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

5.2 By signing this contract the Owner attests that all State of Maine procurement requirements for this contract have been met, including approval of this project, and soliciting a minimum of three bids. Any single source award should be noted in Attachment B - Basis of Compensation.

ARTICLE 6 INSTRUMENTS OF SERVICE

6.1 The Contractor's use of the drawings, specifications and other documents known as the Consultant's Instruments of Service is limited to the execution of the Contractor's scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

ARTICLE 7 TERMINATION

7.1 Either party may terminate this Contract upon not less than seven days written notice to the other party should such other party fail to perform in accordance with the terms of this Contract. The Owner may terminate this Contract, for the Owner's convenience and without cause, upon not less than seven days written notice to the Contractor.

ARTICLE 8 INDEMNIFICATION

8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Contract by the Contractor its employees or agents, officers or subcontractors.

8.3 This indemnity provision shall survive the termination of the Contract, completion of the project or the expiration of the term of the Contract.

ARTICLE 9 INSURANCE REQUIREMENTS

9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.

9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.

9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

9.3.1 The Contractor shall have Workers’ Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers’ Compensation law of the State of Maine. Minimum acceptable limits for Employer’s Liability are:

Bodily Injury by Accident.....	\$500,000
Bodily Injury by Disease.....	\$500,000 Each Employee
Bodily Injury by Disease.....	\$500,000 Policy Limit

When applicable, a Sole Proprietor, or Partner or Member of a Limited Liability Company shall provide evidence of an approved application for waiver from the Workers’ Compensation Board regarding employment of a parent, spouse, domestic partner, or child.

9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:

General aggregate limit.....	\$2,000,000
Products and completed operations aggregate	\$1,000,000
Each occurrence limit.....	\$1,000,000
Personal injury aggregate.....	\$1,000,000

9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss	\$500,000
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9.4 The Owner has verified the appropriate coverage with the State of Maine Division of Risk Management, and selected the proper option as follows. Property Insurance for this construction contract shall be as described below in section

9.4.1 Non-standard project insured by Contractor.

9.4.1 Non-standard project insured by the Contractor –
The Contractor shall procure and maintain property insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. “Non-standard project” means, in this Agreement, an unusual public improvement which is not a building structure, and is not currently insured nor would be insured by the State of Maine Division of Risk Management. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, and transit. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.4.2 New construction insured by the Contractor –
The Contractor shall procure and maintain Builder’s Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.4.3 Renovations and additions to existing State-owned buildings insured by the State of Maine Division of Risk Management –
Builder’s Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State’s property policy. The Owner shall notify the State of Maine Division of Risk Management concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder’s Risk certificate of insurance will be furnished to the Contractor upon request.

The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.

9.4.4 Renovations and additions to existing buildings *not* insured by the State of Maine Division of Risk Management –
The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interests may appear. The covered cause of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Coverage shall be on a replacement cost and a completed value basis. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

ARTICLE 10 DISPUTE RESOLUTION

10.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.

10.1.1 Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice

10.2 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.

10.2.1 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

10.2.2 The costs of the arbitration, including the arbitrators’ fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

10.2.3 In any arbitration between the Owner and the Contractor, the Owner shall have the right to consolidate related claims between Owner and Architect.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 This Contract shall be governed by the laws of the State of Maine.

11.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

11.3 Changes in the work to be performed- increasing, decreasing, or not changing the Contract Sum- must be approved by Owner, Consultant and Contractor prior to proceeding with the work. Change Orders shall be recorded on a form approved by BGS.

11.4 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.

11.5 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

11.6 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

11.7 The Contractor is prohibited from releasing, publishing or allowing publication of narrative, graphic, photographic or artistic representations of the Project unless expressly allowed in writing by the Owner. The Contractor shall not include the Owner's confidential or proprietary information in any project representations if the Owner has previously advised the Contractor in writing of the specific information considered by the Owner to be confidential or proprietary.

11.8 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

ARTICLE 12 OTHER PROVISIONS

(Insert any additional provisions to this Contract below. Any such provisions or other revisions to the standard Contract form are subject to approval by the Bureau of Real Estate Management.)

12.1 *There are no other provisions.*

BGS Project No.: _____

The Agreement is effective as of the date executed by the approval authority.

OWNER

CONTRACTOR

(Signature) *(Date)*

(Signature) *(Date)*

(Printed name and title)

(Printed name and title)

(Contracting entity name)

(Company name)

(Address)

(Address)

(Telephone)

(Telephone)

(Vendor Number)

SCOPE OF WORK

Attachment A

Insert a detailed written description of the Contractor's scope of work. Reference and attach drawings if available.

BASIS OF COMPENSATION

Attachment B

Per § 1.2, contracts based on a not-to-exceed amount shall specify here the basis of compensation: hourly rates, or unit prices, or allowances.

HISTORIC CEDAR SHAKE REPLACEMENT SPECIFICATION

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. This specification has been developed specifically for Fort Halifax blockhouse in Winslow, Maine and covers the replacement of the existing cedar shake roof with a new cedar shake roof. All accessories required for a complete installation are made part of this section.

1.2 SUMMARY

- A. Section includes:
 - 1. Cedar shakes
 - 2. Nails
 - 3. Metal flashings and accessories

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM B32 Standard Specification for Solder Metal
 - 2. ASTM B152/B152M Standard Specification for Copper Sheet, Strip, Plate, and Rolled Bar
 - 3. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction
 - 4. ASTM D1079 Terminology Relating to Roofing and Waterproofing
 - 5. ASTM F547 Standard Terminology of Nails for Use with Wood and Wood-Base Materials
 - 6. ASTM F1667 Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

1.4 ROOF SYSTEM PERFORMANCE REQUIREMENTS

- A. General Performance: Cedar roof shakes shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction. Cedar shake and copper flashing roof assembly shall accomplish weathertight construction.

1.5 SUBMITTALS

- A. Submittals are not contract documents and do not alter the contract requirements. Changes proposed through submittals are not acceptable. Nonconformance, inaccuracies, or incompleteness of submittals do not relieve contractor of his obligations. Submit documents electronically to Owner.
- B. Provide Shop Drawings for specially configured metal flashings, jointing methods and locations, fastening methods and locations, and installation details.
- C. Provide product data indicating material characteristics, performance criteria, and limitations.
- D. Provide samples of all exposed components, including full shake section.
- E. Provide printed manufacturer's installation instructions.

- F. Provide certification that products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.
- B. Comply with published recommendations of shake manufacturer and this specification. Proper installation of the shakes is very important to their longevity. Installation not in conformance with this specification may be rejected as defective. Defective work shall be redone by the contractor in compliance with the project specifications at no additional fee to the Owner.
- C. Comply with The Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Work on dry surfaces.
- B. Galvanic action between copper and fasteners shall be avoided.

1.8 SUBSTITUTIONS

- A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

1.9 WARRANTY

- A. Furnish contractor's 5-year written material and workmanship warranty covering repairs required to maintain roof and flashings in watertight condition.
- B. Warranty shall specifically approve existing construction conditions.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.
- B. Deliver shakes, components, and other manufactured items so as not to be damaged or deformed. Materials shall be adequately packaged and protected during shipment and inspected for damage, dampness, and wet-storage stains upon delivery to the jobsite. Store materials in dry, weathertight, ventilated areas until installation.
- C. Sheet metal items shall be carefully handled to avoid damage.

1.11 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions are appropriate for shake installation to be performed.
- B. Scaffolding: Provide scaffolding and/or fall protection in accordance with OSHA standards and any other applicable safety regulations.

1.12 COORDINATION

- A. Coordinate shake installation with flashing, trim and other adjoining work to provide a leak-proof, secure and noncorrosive installation.
- B. Furnish owner with schedule and coordinate with other trades working at project.

PART 2 – PRODUCTS

2.1 CEDAR SHAKES

- A. Manufacturers:
 - 1. Dow’s Eastern White Shingles & Shakes.
- B. Shake Material:
 - 1. Shakes shall be made from high quality trees grown in Maine and manufactured locally by historically accurate methods.
 - 2. Shakes shall be 18 inches long and taper uniformly to a $\frac{5}{8}$ inch butt.
 - 3. Shakes shall not be wider than 8 inches.
 - 4. Shakes shall be sawn flat and created in various widths according to the quality of each log harvested.
 - 5. Shakes shall be fabricated with a combination of hydraulics connected with saw blades that makes a shake that emulates the original form.
 - 6. Shakes shall be air dried and carefully packaged for shipping. Kiln dried shakes are not permitted.

2.2 COMPONENTS

- A. Ice Dam Membrane: None.
- B. Underlayment: None.

2.3 ASSEMBLY COMPONENTS, MATERIALS AND FINISHES

- A. Stainless Steel Nails: Nails shall conform to ASTM F547 or be as approved. Standard ring shank 316 stainless steel siding nails shall be used. Nails must penetrate all three layers at shake and firmly penetrate the roof deck (minimum $\frac{3}{4}$ ” penetration); 10d (2.5-inch) nails should be sufficient; verify nail length is correct prior to installation. Use 12d nails at hips.
- B. Cooper Nails (for flashing installation only): Nails shall conform to ASTM F1667 or be as approved. 2 inch standard ring shank copper roofing nails shall be used.

2.4 FLASHING COMPONENTS

- A. Metal Flashing: Provide sheet metal hip flashing to complete waterproofing. Sheet metal shall conform to ASTM B152/B152M, ASTM B370, Light cold-rolled temper copper; 16 ounce/24 gauge (0.0216 inches thick). Minimize joints and weather lap all joints.
- B. Solder shall comply with ASTM B32 Sn50.

2.5 FLASHING FABRICATION

- A. Fabricate flashing assemblies to protect roofing materials from physical damage and to shed water.
- B. Form Flashing sections square and accurate to the intended shape, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of flashings to underside.
- D. Edges of sheet metals shall be pre-tinned before soldering is begun. Soldering shall be done slowly with well heated soldering irons to thoroughly heat the seams and completely sweat the solder through the full width of the seam.
- E. Flat-lock and soldered-lap seams shall finish not less than 1 inch wide. Flat seams shall be made in the direction of the flow.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Coordinate all work and schedule with the owner. Perform all work in conformance with applicable labor safety standards.
- B. Verify existing conditions prior to beginning work.
- C. Verify deck is dry, free of ridges, warps, voids, and is sufficiently thick to accept fasteners.

3.2 PREPARATION

- A. Strip existing roofing, underlayment and flashing. Remove all nails, waste, and sweep roof broom clean. Inspect for retained nails or protrusions with straight edge or similar tool. Properly dispose of all removed materials.
- B. Inspect roof sheathing. Submit written report of condition to owner. Repair any rotted or damaged roof sheathing elements in kind by splicing new rough boards of equal size at the next horizontal purlin up from the roof edge as needed around the roof perimeter.
- C. Remove degraded finial and do not replace.

1. Historic evidence including the 1937 HABS drawings and photos indicate the existing finial was added and is not part of the original fabric of the fort. The existing finial compromises the structure by allowing water to infiltrate into the building. Elimination of the finial reduces maintenance and increases the durability of the roof assembly.
- D. Verify roof surfaces are dry, free of ridges, warps, or voids. Photo document roof condition prior to covering.
- E. Broom clean dry deck surfaces immediately prior to applying shakes.

3.3 INSTALLATION

A. SHAKE AND FLASHING INSTALLATION

1. Shakes shall be installed onto the existing roof deck directly.
2. The reveal of the roof shakes to weather shall be exactly 5 inches. This provides triple coverage with 18-inch shakes.
3. Inspect each shake for imperfections. Knots shall not exist below the reveal line. Each shake is sawn with a specific grain pattern which is visible at the butt of the shake. Always install the shake with the grain pattern “frown down.” A grain pattern showing the “smile” of the shake grain will cup over time.
4. The first course of shakes shall be doubled with edges offset on the second layer as close to center of each shake in the first layer as possible. Both layers should extend beyond the roof board edge by three inches around the entire perimeter.
5. Overlap the shake side reveal by 1.5 inches. Choose a different shake if the side lap is less. Verify the side laps up to the third row down; side lap reveals shall not line up over 3 rows prior.
6. Double check the nail length is correct.
7. Install every nail $\frac{3}{4}$ inch from the shake edge and between 5.75 and 6.25 inches up the length of the shake. No nails shall be visible in the roof plane.
8. Install only two nails per shake; do not nail a shake three times across its width.
9. Do not use staples or other types of fasteners.
10. Using a siding nail gun for installation of the shakes is permitted subject to the following:
 - a. The use of the gun must be deliberate, accurate, and consistent.
 - b. The gun must be set to a level that does not destroy the shake.
 - c. The power of the gun should not place the nail below the surface of the shake. Check the gun regularly and err on the side of finishing the nailing with a hammer. Overdriven nails will be considered defective work and will not be accepted.
11. Execute hip installation as follows:
 - a. Cut the shakes to the angle of the hip rafter. As the shakes approach the hip rafter they shall be held back approximately $\frac{1}{2}$ inch from the centerline of the hip. Complete all four roof planes this way prior to installing copper hip flashing.
 - b. Install copper hip flashing to cover the hip. This copper flashing should be bent to seat perfectly onto the shake roof plane and extend 4 inches onto each roof surface up the entire length of the hip rafters. Fasten copper flashing with copper nails spaced 12 inches on-center (max).
 - c. Once the roof planes on all four surfaces are complete and the copper hip caps have been installed, the same roof shakes shall be used to cover the hip. The shakes for the hip shall be ripped uniformly on a table saw to 5 inches in width. Once prepared, these uniform width shakes shall be placed from the beginning of the roof edge up to

the peak in an alternating overlapping pattern. Shake edges shall be planed by hand to match the opposing shake edge. (e.g. The first shake on one side of the hip is installed and planed by hand to the second side roof plane. The second shake is then placed and hand planed to the opposite roof pitch and so on and so forth up the pitch of the roof. In this way the seams of the hip shakes alternate to keep water out.) Use a 12d (3 inch) nails, 2 per shake for the hip cover installation.

12. Execute the ridge cap installation as follows:

- a. Complete shake installation to peak. Place a formed copper flashing cap bent perfectly with a bottom seam to cap the true hip peak. Fasten copper cap with (3) copper nails into each roof plane (min). The cap shall be designed to allow air flow but preventing water penetration into the roof system.

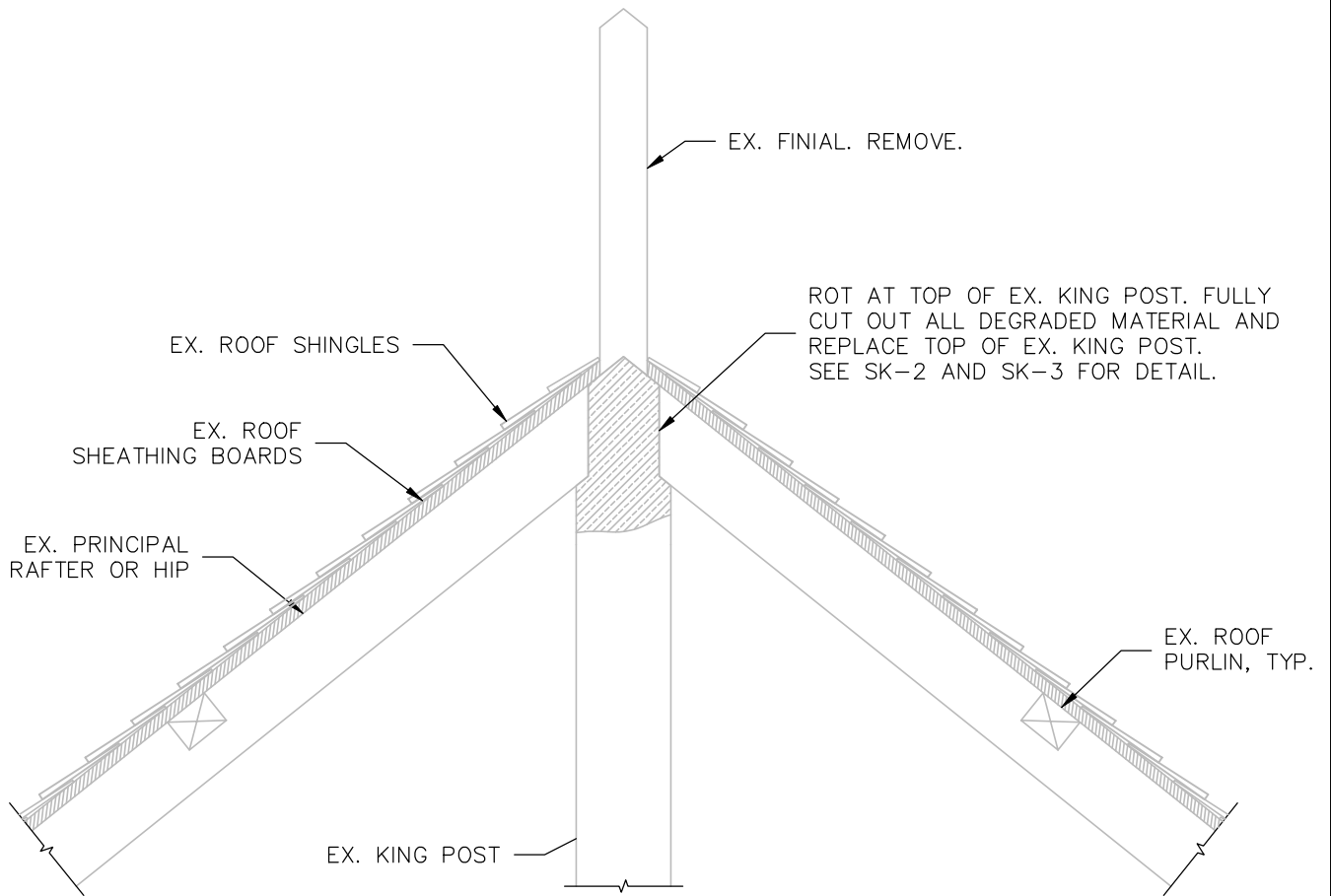
3.4 DAMAGED MATERIAL

- A. Upon determination of responsibility, repair or replace damaged shakes and/or flashing to the satisfaction of Owner.

3.5 FIELD QUALITY CONTROL

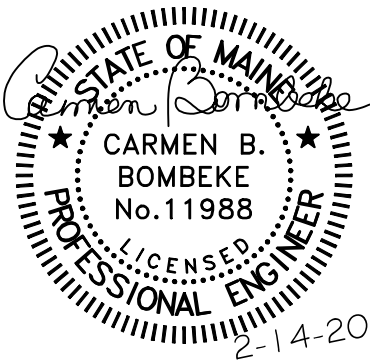
- A. Prevent or minimize foot traffic over installed shakes.
- B. Before substantial completion, inspect roof to verify shakes have been installed in accordance with the project specifications. Provide written report of inspection, noting locations of deficient installation, and reporting any required corrective measures.
- C. Provide Owner with documentation of contract completion and deliver warranties.

END OF SPECIFICATION



KING POST EX. CONDITIONS DETAIL

SCALE: 3/4" = 1'-0"



Gartley & Dorsky
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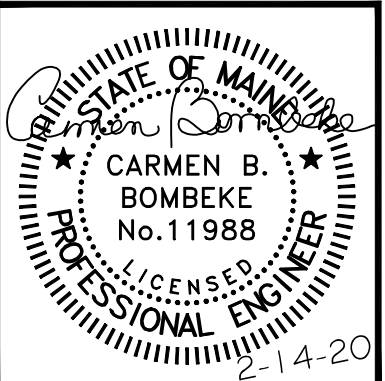
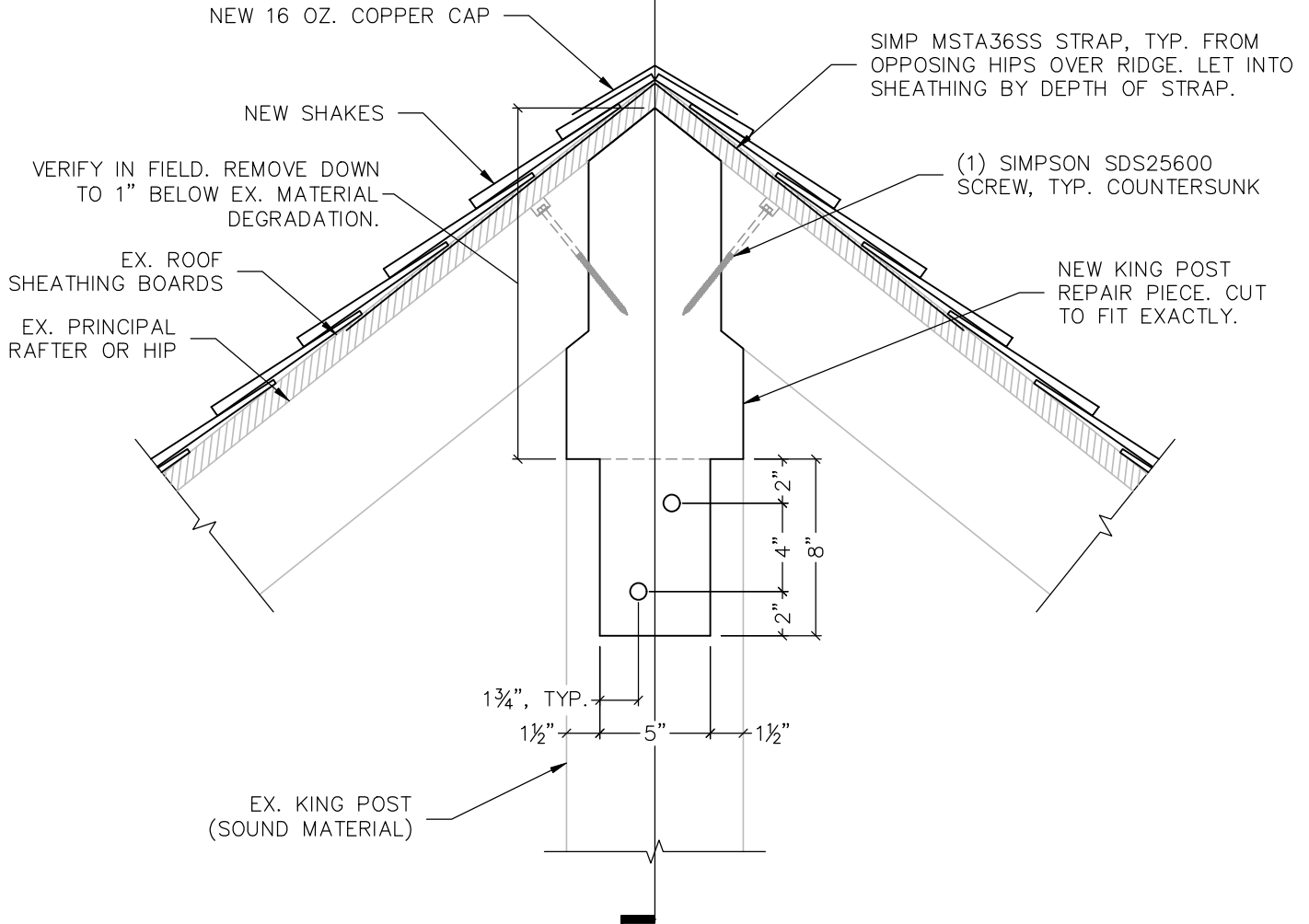
BUREAU OF PARKS & LANDS - FORT HALIFAX BLOCKHOUSE
 WINSLOW, MAINE

FEBRUARY 14, 2020

PROJ. NO. 2019-422

SK-1

SK-3



REPAIR SPLICE DETAIL

SCALE: 1 1/2" = 1'-0"

NOTES:

- PROVIDE A UNIT COST TO REPAIR HIP OR PRINCIPAL RAFTERS WITH SIMILAR DETAIL IF DECAYED.
- REPAIR SPLICE MATERIAL SHALL BE #2 WHITE OAK.

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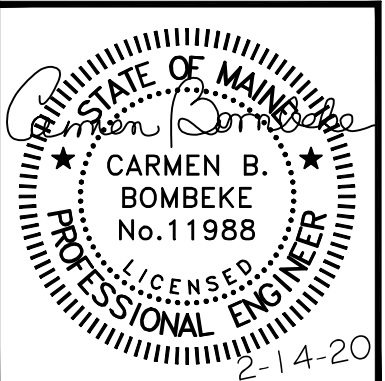
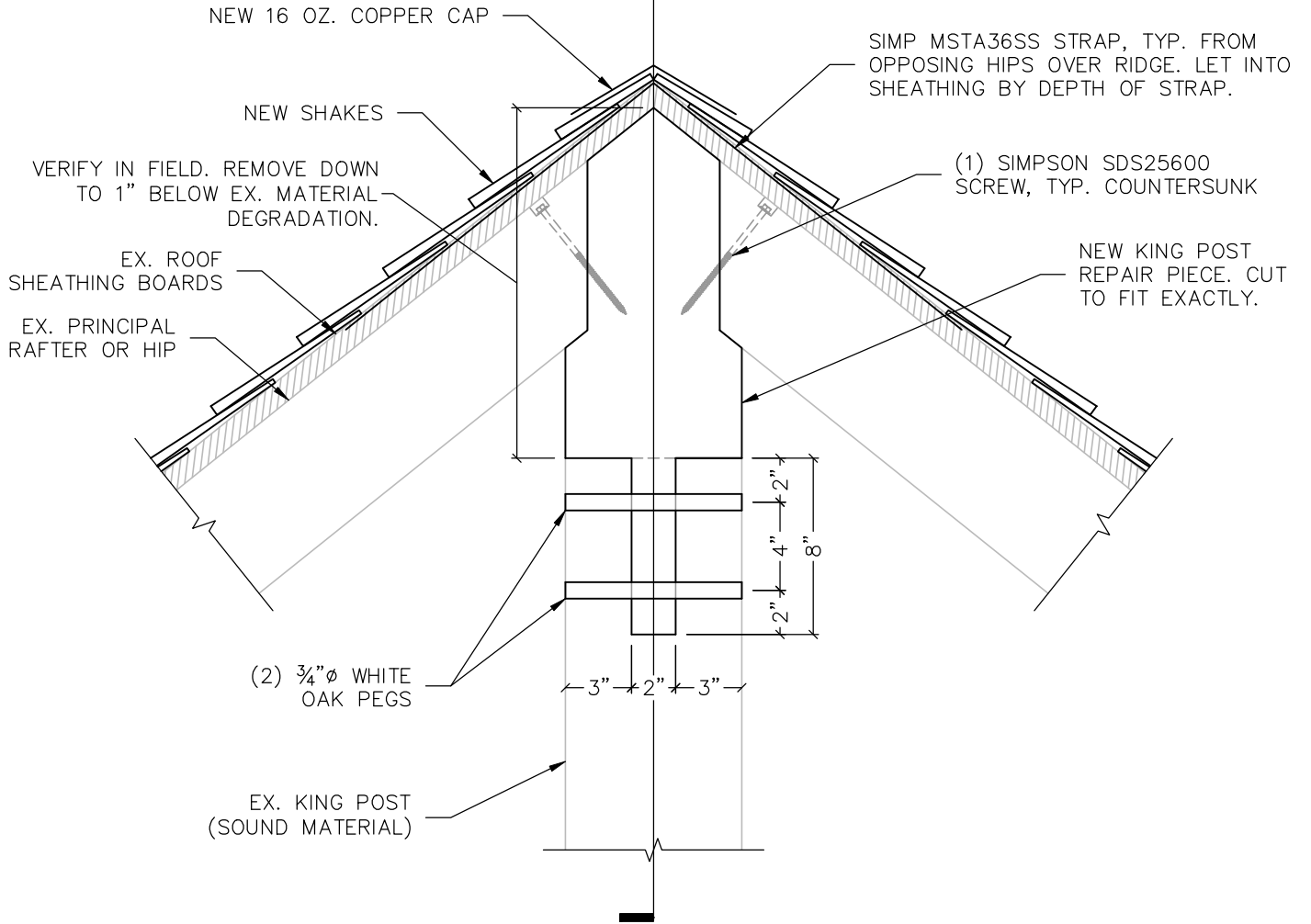
BUREAU OF PARKS & LANDS - FORT HALIFAX BLOCKHOUSE
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PROJ. NO. 2019-422

SK-2

SK-2



REPAIR SPLICE DETAIL

SCALE: 1 1/2" = 1'-0"

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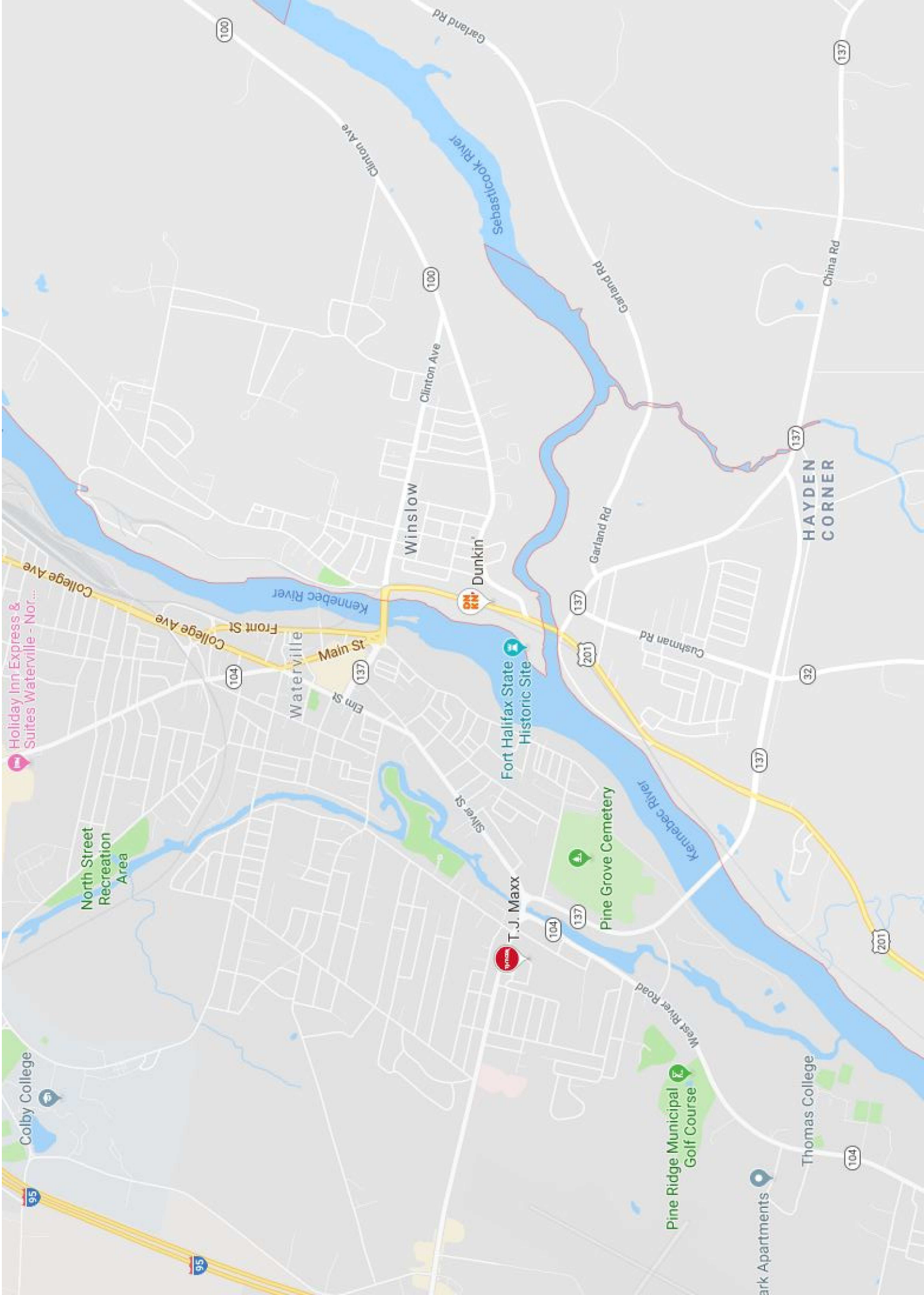
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BUREAU OF PARKS & LANDS - FORT HALIFAX BLOCKHOUSE
WINSLOW, MAINE

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SK-3



Holiday Inn Express & Suites Waterville - Nor...

North Street Recreation Area

Colby College

Waterville

Winslow

T.J. Maxx

Fort Halifax State Historic Site

Pine Grove Cemetery

Pine Ridge Municipal Golf Course

Thomas College

HAYDEN CORNER

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