



**Request for Bids
Rehabilitation of 16 Maple Street
Bid No.: B16-006
Issue Date: July 23, 2015**

**Purchasing Department
73 Harlow Street
Bangor, Maine 04401
207-992-4282**

I. Introduction

The City of Bangor requests bids from qualified contractors for the rehabilitation and renovation of the duplex located at 16 Maple Street, Bangor, Maine.

All work must be performed in accordance with all applicable State and Federal laws as well as local regulations, standards and codes.

II. Submission

Please return the Bid Form in an envelope clearly marked **"Bid No.:B16-006: 16 Maple Street Rehabilitation"** by **2:00 P.M., Wednesday, August 12, 2015** to the Purchasing Department, City Hall, 73 Harlow Street, Bangor, Maine 04401.

Bids may also be submitted via email by using the link at the top of this page or by sending to: bids@bangormaine.gov. If emailing bid, please reference **"Bid No.: B16-006: 16 Maple Street Rehabilitation"** in the subject line. Bids will be publicly opened at the time stated above.

A tabulation of the bids received will be available after 3:00 PM on the date of opening. Bid results may be viewed by visiting the City's website at www.bangormaine.gov, Bids/Proposals/Results.

The City of Bangor reserves the right to reject any and all bids, to waive any informalities or defects in bids or to accept a higher cost bid if it is deemed to be in the best interest of the City of Bangor. The City also reserves the right to negotiate with the lowest responsive Bidder.

III. Late Bids

It is the responsibility of the Bidder(s) to see that their bids have sufficient time to be received by the Purchasing Department before the submittal deadline.

Any bid, portion of a bid, or unrequested bid revision received at the City of Bangor Purchasing Department after the time and date specified, will not be considered.

IV. Withdrawal of Bids

No Bidder may withdraw his/her bid for a period of ninety (90) days from the date of opening. All bids shall be subject to acceptance by the City during this period.

To withdraw a bid prior to bid opening, the Bidder shall request the withdrawal in writing. All costs associated with the withdrawal of a bid (i.e. mailing fees) will be borne by the Bidder.

V. Pre-Bid Meeting & Site Visit

A mandatory pre-bid conference and site visit will be held at 10:00 A.M. on Wednesday, July 29, 2015 at 16 Maple Street to discuss the work requested.

VI. Questions

All questions or request for qualifications shall be submitted during the pre-bid meeting referenced in Section V. Such questions will be answered at that time.

Any questions after the pre-bid meeting must be submitted in writing to bids@bangormaine.gov. A response to such questions will be in the form of an addendum which will be available on the City's website. In addition, the City will notify only Bidders who attended the mandatory pre-bid conference.

VII. General Requirements

1. All measurements are estimates and shall be verified by the Bidder.
2. The successful Bidder at his/her own expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work.
3. Due to the age of the structure, Bidders are advised that lead-based paint may be present. It is the responsibility of the successful Bidder to properly treat such materials.
4. If the successful Bidder fails to complete the entire work by a date established between them and the City, liquidated damages will be charged on a daily basis for every calendar days past such date. Liquidated damages

shall be at a rate of \$50.00 per day and shall be deducted from the contract price.

VIII. General Scope of Work

1. Whole House Rehabilitation:

A. Replacement of doors and windows; siding repair; installation of roofing; insulation work; electrical, plumbing and heating system repairs; miscellaneous interior and exterior repairs and renovations.

2. Detailed Specifications:

A. For more detailed specifications, please refer to the attached *Job Specifications for the Rehabilitation of 16 Maple Street*.



**Bid Form
Demolition of Building 487
Bid No.: B16-006**

**Bid Deadline:
2:00 PM, Wednesday
August 12, 2015**

Note: Services must be bid by using this Bid Form. Failure to comply with the above may result in disqualification.

PROPOSAL

FOR THE REHABILITATION OF 16 MAPLE STREET, BANGOR

Name of Bidder _____

Business
Address _____

The work to be done is to be done in accordance with the Job Specifications incorporating the General and Special Provisions and other documents as listed therein.

To the City of Bangor:

The undersigned as Bidder, declares that this Proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Contract Drawings therein referred to; and he/she proposes, and agrees if this Proposal is accepted that he/she will contract with the Owner stated above to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and provide all the materials specified in the Contract, in the manner and time therein set forth, and that he/she will take in full payment therefore the following lump sum prices to wit:

PART A - SEPARATE CONTRACT LUMP SUM PRICES.

Work included in this part is covered by the Specification Sections listed below and will be paid for by separate lump sum prices. **The final contract may include all or any portion of the work listed below.**

Sample Contract:

**CITY OF BANGOR COMMUNITY DEVELOPMENT
RESIDENTIAL REHABILITATION LOAN PROGRAM**

REHABILITATION CONSTRUCTION CONTRACT

This contract is based on the Maine Attorney General’s model contract for home construction, repair, or remodeling drafted by the Public Protection Unit of the Maine Attorney General in an attempt to meet requirements of 10 M.R.S.A. §§ 1486-90, Home Construction Contracts. Neither the Maine Attorney General nor the Home Repair Program guarantees that this contract satisfies all legal requirements. This contract also contains provisions to ensure compliance with United States Department of Housing and Urban Development (HUD) regulations regarding home rehabilitation projects financed with HUD monies.

1. PARTIES TO THIS CONTRACT

This agreement _____ day _____, 2015 by and between
made this _____ of _____

residing _____,
at _____

Maine (the “OWNER”)
and _____
having its principal place of _____,
business at _____,
Maine, (the “Contractor”).

Owner Phone Number: _____

Contractor Phone Number: _____

2. LOCATION OF WORK AND CONTRACT PRICE

Contingent upon receipt of funds, the owner intends to rehabilitate his/her property at _____
in the **Bangor, ME** _____, Maine (the “Property”). The contract price as set
municipality of _____ forth _____
in the CONTRACTOR’s _____)
bid is _____ (\$ _____)

all in accordance with the estimate, plans, and specifications which are attached hereto as Exhibit A and expressly incorporated herein by reference and made a part hereof. **If owner does not receive financing to cover the cost of the contractor’s bid, this contract is null and void.**

3. COMMENCEMENT AND COMPLETION DATES

CONTRACTOR shall start work on or about _____, **2015**.
the _____

The CONTRACTOR shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to _____.

It is further agreed that failure of CONTRACTOR to perform any work under this contract for a period of ten (10) consecutive working days at any time after commencement of the work, without written consent of OWNER, shall constitute a breach of the contract and OWNER may, by written notice terminate his obligations hereunder and contract for or otherwise effect the completion of any of the work then uncompleted by the CONTRACTOR. OWNER may set-off against the contract price the cost and expenses of completing such work. In the event OWNER has at the time of the breach and termination paid to CONTRACTOR an amount in excess of the fair value of the work then completed, CONTRACTOR shall refund to OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER.

It is acknowledged that the Contractor’s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Fifty Dollars (\$50.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

4. METHOD OF PAYMENT

The **City of Bangor** located **73 Harlow Street,**
at **Bangor, ME**

_____ Maine (the “ESCROW AGENT”) is holding the funds
_____ for the

performance of this contract. CONTRACTOR and OWNER agree to comply with the terms of a Construction Escrow Agreement among the ESCROW AGENT, the CONTRACTOR and OWNER of near or even date herewith. CONTRACTOR shall be compensated for his/her services in accordance with the Construction Escrow Agreement. The ESCROW AGENT shall disburse funds only for any of the Work which

is (a) completed, (b) approved by the Owner, (c) inspected by the ESCROW AGENT, and (d) approved by the ESCROW AGENT. No monies will be disbursed up front in advance of the work. A sum of ten percent of the total contract amount shall be withheld by ESCROW AGENT until completion and approval of all work.

5. ACCESS TO CONTRACTOR'S RECORDS

OWNER and the ESCROW AGENT shall be afforded access at all times to inspect the work and they may at times inspect CONTRACTOR's books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this contract. CONTRACTOR shall preserve all such records for a period of two (2) years after final payment hereunder.

6. LIENS

Contractor agrees to keep the Property free from recorded mechanics' liens arising out of this contract. As a condition to receiving final payment hereunder, CONTRACTOR shall deliver to OWNER a complete release of all liens arising out of this contract.

7. WARRANTIES

The CONTRACTOR provides the following express warranty:

Contractor warrants all work for a period of one year.

In addition to any additional warranties agreed to by the parties, the CONTRACTOR warrants that the work will be free from faulty materials, constructed according to the standards of the building code applicable for this location, constructed in a skillful manner, and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

8. PERMITS AND FEES

CONTRACTOR shall comply with all applicable building, zoning, environmental, and land use laws, regulations, and ordinances. CONTRACTOR shall give all notices required by and comply

with all applicable laws, ordinances and codes of the municipality where work is being performed and the State of Maine. CONTRACTOR shall at his/her own expense secure and pay fees or charges for all permits required for the performance of the work. CONTRACTOR shall provide copies of such notices and permits to the OWNER and the ESCROW AGENT.

9. INDEMNIFICATION AND INSURANCE

CONTRACTOR shall indemnify and hold OWNER, ESCROW AGENT, and CITY OF BANGOR harmless for liability for any bodily injury, property damage or other claims or demands of third parties resulting from performance of the work by CONTRACTOR. CONTRACTOR shall obtain, maintain and furnish evidence of general commercial liability insurance coverage in an amount no less than \$1,000,000 aggregate coverage and \$500,000 for each occurrence for bodily injury, death and property damage arising out of the work to be performed by CONTRACTOR and shall procure any worker's compensation insurance required by law.

10. COOPERATION

OWNER shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings and furniture. CONTRACTOR recognizes that the premises may be occupied during the course of the work and CONTRACTOR agrees to make reasonable efforts to lessen the inconvenience occasioned to the occupants during work to the extent possible, including, but not limited to, the keeping of the premises clean and orderly during the course of the work. OWNER shall permit CONTRACTOR to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of the OWNER. **OWNER agrees to temporarily relocate all children under the age of six (6) years during work that disturbs lead based paint or surfaces assumed to contain lead based paint.**

11. LEAD-BASED PAINT HAZARDS

Work performed pursuant to this contract is subject to HUD Lead-Based Paint regulations, 24 CFR Part 35 if work is federally funded. CONTRACTOR and subcontractors performing work that disturbs lead-based paint or paint assumed to contain lead under this contract, must be trained, certified "Lead-Smart Renovators" or "Lead Abatement Contractors" as defined by the Maine Department of Environmental Protection Lead Management Regulations, Chapter 424. CONTRACTOR must wet clean and high efficiency particulate air ("HEPA") vacuum all work areas on a daily basis. CONTRACTOR must clean to achieve lead dust clearance levels required by 24 CFR Part 35 after all work is complete. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACHIEVE THE LEAD DUST CLEARANCE STANDARDS REQUIRED BY 24 CFR PART 35. IF DUST WIPE TESTING INDICATES LEAD DUST LEVELS ARE HIGHER THAN ALLOWABLE, CONTRACTOR MUST RECLEAN THE AREAS THAT FAILED AT CONTRACTOR'S EXPENSE. ALL DIRECT AND INDIRECT COSTS INCURRED BY OWNER AND ESCROW AGENT TO REINSPECT AND RETEST SHALL BE DEDUCTED**

FROM PROCEEDS DUE CONTRACTOR. Children under the age of six years may return once lead dust clearance levels comply with 24 CFR Part 35.

Check if this contract is not federally funded or home was constructed on or after January 1, 1978 and HUD Lead-Based Paint Requirements don't apply.

12. CHANGE ORDERS

Any alteration or deviation from the contractual specifications presented in Exhibit A require written change order approved and signed by the ESCROW AGENT, the CONTRACTOR and the OWNER prior to CONTRACTOR's performing any additional work.

13. RESOLUTION OF DISPUTES

Disputes between the OWNER and the CONTRACTOR may arise from time to time during the life of the rehabilitation project. Under Maine law 10 M.R.S.A. §§1487 (8), the parties to a home construction contract may agree to settle disputes arising under the contract by jointly paying for one of the following: 1) binding arbitration as regulated by the Maine Uniform Arbitration Act with the parties agreeing to accept as final the arbitrator's decision; 2) non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit; and 3) mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

The OWNER and the CONTRACTOR agree to use the dispute resolution process set forth in the Construction Escrow Agreement.

14. ADDITIONAL PROVISIONS

The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees and applicants for employment are treated during employment without regard to their race, color, religion, sex or national origin.

The CONTRACTOR, by execution of this contract, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

PLEASE NOTE: If this contract is being used by contractors who sell door to door it must meet any applicable requirements of 32 M.R.S.A. §§ 4661-4671, Consumer Solicitation Sales Act; 32 M.R.S.A. §§ 14501-14512, Door to Door Home Repair Transient Sellers; and 9-A M.R.S.A. §§ 3-501-3-507; Home Solicitation Sales, including a description of the consumer's right to avoid the contract. If this contract includes installation of insulation in an existing residence it must contain a detailed description of the insulation as required by 10 M.R.S.A. § 1482. If this contract includes construction of a new residential building or a new addition to an existing residence, it must contain a statement that 10 M.R.S.A. §§ 1411 – 1420 establishes minimum energy efficient building standards for new residential construction, and whether this building or addition will meet or exceed those standards.

15. ASSIGNMENTS

CONTRACTOR shall not assign the benefits of the contract nor delegate its duties thereunder without written consent of OWNER and ESCROW AGENT.

16. MAINE ATTORNEY GENERAL ADVISORY

OWNERS ARE STRONGLY ADVISED TO VISIT THE MAINE ATTORNEY GENERAL'S PUBLICLY ACCESSIBLE WEBSITE TO OBTAIN CURRENT INFORMATION ON HOW TO ENFORCE THEIR RIGHTS WHEN CONSTRUCTING OR REPAIRING A HOME AT:

<http://www.maine.gov/ag/index.php?r=protection&s=construction&t> OR CONTACT THE ATTORNEY GENERAL'S OFFICE BY MAIL OR TELEPHONE AT: 6 STATE HOUSE STATION, AUGUSTA, MAINE 04333 (207) 626-8800 / TTY # (207) 626-8865

BY SIGNING BELOW, OWNER ACKNOWLEDGES READING THE ATTACHED MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING ADDENDUM.

OWNER AND CONTRACTOR have duly executed this

73 Harlow Street,

contract at

Bangor

, County of

Penobscot

, **State of
Maine.**

OWNER Name (Printed)

OWNER Signature

OWNER Name (Printed)

OWNER Signature

Date

CONTRACTOR Name (printed)

CONTRACTOR Signature

Date

CONTRACT ADDENDUM

MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

Contractors Are Not Licensed – Buyer Beware!

Home contractors are not licensed or regulated by the State of Maine. The old saying “Buyer Beware” applies. While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town’s code officials before you begin construction. Although home construction contractors are not licensed, some building trades are licensed. Plumbers, electricians, oil burner technicians, and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to:

www.maine.gov/pfr/pfrhome.htm

Always Check Contractor References

The Attorney General receives more complaints about home contractors than about almost any other business. We ***strongly*** recommend that you ask any contractor you are considering hiring for several references and that you follow up on them. It is also a good idea to check with your local building supply companies or real estate brokers. They will know the dependable contractors in your area.

Written Contracts Are Required

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model contract

that meets State law can be found in Chapter 18 of the Maine Attorney General's Consumer Law Guide. Go to www.maine.gov/ag/index.php?r=clg&s=chap18

Be Careful with Construction Loans

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

Home Contractor Complaints Received by the Attorney General

For a listing of home contractors the Attorney General's Consumer Mediation Service has received complaints against, go to:

http://www.maine.gov/ag/consumer/contractor_complaints.shtml

You can also call the Attorney General's Consumer Protection Division at 1-800-436-2131. The Better Business Bureau also provides information on companies. Go to www.bosbbb.org or call (207) 878-2715.

CONTRACT ADDENDUM

MAINE ATTORNEY GENERAL HOME CONSTRUCTION WARNING STATEMENT

Home Contractors the State Has Sued

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs: *State of Maine v. CBS Enterprises (Kimberly Mark Smith and David J. Blais)*, *Default Judgment in CBS Enterprises, State of Maine v. Frederic Weinschenk d/b/a Ric Weinschenk Builders Inc.*, *State of Maine v. Stephen Lunt d/b/a Lakeview Builders, Inc.*, *State of Maine v. Bob Burns d/b/a Better Homes*, *State of Maine v. Albert H. Giandrea d/b/a AG's Home Quality Improvements, Inc.*, *State of Maine v. Al Verdone*, *State of Maine v. Mikal W. Tuttle, d/b/a MT Construction, DMI Industries, and MT Construction, Inc.* The Androscoggin County District Attorney has obtained a theft conviction against home contractor *Harold Soper. State of Maine v. Harold Soper.* **Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments**

because the builders are bankrupt, judgment proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

Your Home Construction Rights

Chapter 17 of the Maine Attorney General's Consumer Law Guide explains your rights when constructing or repairing your home. Chapter 18 of the Consumer Law Guide is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?r=clg>

As of September 1, 2006, this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A.

Exhibit A – Job Specifications

CITY OF BANGOR - COMMUNITY DEVELOPMENT
RESIDENTIAL REHABILITATION LOAN PROGRAM

JOB SPECIFICATIONS

FOR THE REHABILITATION OF

16 MAPLE STREET, BANGOR, MAINE

KENNETH WHITEHOUSE, OWNER

(207) 217 – 5757

Bid due date: Wednesday, August 12, 2015 @ 2:00 p.m.

JULY, 2015

CITY OF BANGOR

RESIDENTIAL REHABILITATION LOAN PROGRAM

SPECIAL PROVISIONS

FOR REHABILITATION OF 16 MAPLE STREET, BANGOR, MAINE

SECTION SP1

PROPOSAL REQUIREMENT AND CONDITIONS

SP1.1 - Measurements. All measurements are approximate and must be verified by the Contractor.

SECTION SP2

AWARD AND EXECUTION OF CONTRACT

SP2.1 - Contract Form. The bidder's attention is directed to the "Home Rehabilitation Construction Contract" and "Construction Escrow Agreement". The successful bidder shall be required to sign these documents prior to award.

SECTION SP3

SCOPE OF WORK

SP3.1 - Lead-Based Paint.

SP3.1.1 – General. All work shall be performed in accordance with HUD Lead-Based Paint Regulations as described in 24 CFR Part 35. All work shall also be performed in accordance with EPA Renovation, Repair and Painting Program as described in 40 CFR Part 745.

SP3.1.2 – Lead Smart Renovator. Contractors performing work in accordance with HUD Lead-Based Paint Regulations as described in 24 CFR Part 35 must have attended a Lead Smart Renovator course taught by a certified training provider. Contractors performing work in accordance with EPA Renovation, Repair and Painting Program as described in 40 CFR Part 745 must have attended the RRP course taught by a certified training provider.

SP 3.1.3 – Lead Dust Clearance. Lead safe practices must be employed in all work that disturbs painted surfaces. After completion of all work, the Contractor must clean the work area(s) to meet HUD Lead Dust Clearance Standards as follows:

Hard floors and carpeted floors = 40 micrograms (ug) per square foot (ft²)

Interior Window Sills = 250 ug/ft²

Window troughs = 400 ug/ft²

Other nonporous surfaces = 40 ug/ft²

If dust wipe samples do not pass the above standards, the Contractor shall return to the job site, *at his/her own expense*, and clean until these standards are met. Final payments will be withheld until clearance standards are achieved. Costs incurred for an additional site visit and dust wipe sampling costs will be subtracted from monies due to the Contractor. In homes where there are children under 6 years of age, the Owner(s) must, at their own expense, temporarily relocate these children from work areas where paint will be disturbed until the work has been completed and the dust wipe clearance standards shown above have been achieved.

SECTION SP4

CONTROL OF WORK

SP4.1 – Warranties. Workmanship and materials not covered by manufacturer's warranty shall be warranted by the Contractor for a period of one year from date of signing of the Certificate of Final Inspection. **All manufacturer warranties shall be delivered by the Contractor to the Owner(s) upon completion of the work. Final payment will not be made until manufacturer's warranty information is provided to the Owner(s).**

SECTION SP5

CONTROL OF MATERIALS

SP5.1 – Selection by Owner. All materials having a color or pattern shall be selected by the Owner.

SECTION SP6

LEGAL RESPONSIBILITIES

SP6.1 – Permits and Fees. Contractor must obtain all required permits prior to commencement of work and must provide copies to the Owner and Project Coordinator for documentation. Failure to obtain required permits will result in nonpayment for work completed until all required permits are obtained.

SP6.2 – Licenses. Bidding contractors shall provide copies of license(s) of all licensed sub-contractors to be used during the course of the project if the scope of work includes licensed trades. License copies shall be provided with the bid tabulation sheet. Bids submitted without license copies shall be deemed incomplete and will be rejected.

SP6.3 – Insurance. – Bidding contractors shall provide copies of general liability, worker's compensation and vehicle insurance. Proof of insurance shall be provided with the bid tabulation sheet. Bids submitted without proof of insurance shall be deemed incomplete and will be rejected.

SECTION SP7

PROSECUTION AND PROGRESS

SP7.1 – Liquidated Damages. In an effort to keep projects on track and finished by established end dates of Construction Contracts, Liquidated Damages will be charged on a daily basis for

every day past established end date. Liquidated Damages shall be charged at a rate of \$50 per day and shall be subtracted from monies due to the Contractor.

SECTION SP8

MEASUREMENT AND PAYMENT

SP8.1 – Billing Cycle. Invoices submitted for payment will be made according to a weekly billing cycle. Questions regarding billing cycles or invoice payment status shall be directed to the Project Coordinator at 992-4233.

SECTION B2

WINDOWS & EXTERIOR DOORS

B2.1 Description. The work specified in this section includes furnishing and repairing windows and doors, as indicated.

B2.2 General. All work shall be in accordance with these Specifications and as needed for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B2.3 Windows.

B2.3.1 – Vinyl Replacement Windows. The work shall include the removal and proper offsite disposal of all existing windows and storm windows in the house. *The work shall also include the supply and installation of new Energy Star rated, Low E vinyl replacement-type windows conforming to ASTM D4726 – 09 in all areas not specifically mentioned later in these specifications.* Replacement windows shall be double glazed with ¾” insulated glass, double hung, and have tilt-out sashes. Windows shall be complete with screens and sash locks. All windows shall be installed per manufacturer’s recommendations. The work shall include repair or replacement of severely deteriorated window framing or casing as required for secure installation of new windows. The work shall also include repair of any paint disturbed, if any, during the installation of new replacement windows. New paint, if needed, shall match existing paint as closely as is practicable in regards to color, quality, finish, etc.

B2.3.2 – Vinyl New Construction Windows – Side Porch. The work shall include the supply and installation of 4 new Energy Star rated, Low E vinyl new construction type windows conforming to ASTM D4726 – 09 on the side porch. The new windows shall be arranged with one window on each porch end wall and two windows on the driveway side porch wall. New vinyl windows shall be double glazed with ¾” insulated glass, double hung, and have tilt-out sashes. Windows shall be complete with screens and sash locks. All windows shall be installed per manufacturer’s recommendations. The work shall also include all framing, sheathing, insulation and vinyl siding as required for a complete and proper installation of the new porch window assemblies.

B2.3.2.1 – Interior Trim. The work shall include the supply and installation of new interior wood trim on each new window of the Side Porch. The new trim shall match other existing trim throughout the house as closely as is practicable. The work shall also include the supply and installation of new primer and interior latex paint on all newly installed window trim. New paint shall match existing paint as closely as is practicable in regards to color, quality, finish, etc.

B2.3.3 – Vinyl New Construction Windows – Bathrooms. The work shall include the supply and installation of a new Energy Star rated, Low E vinyl new construction transom type window conforming to ASTM D4726 – 09 in the first floor bathroom as well as one in the second floor bathroom. The new vinyl windows shall be double glazed with ¾” insulated glass and shall have at least one sliding sash. Windows shall be complete with screens and sash locks. All windows

shall be installed per manufacturer's recommendations. The work shall also include all framing, sheathing, insulation and vinyl siding as required for a complete and proper installation of each new bathroom transom window assembly.

B2.3.3.1 – Interior Trim. The work shall include the supply and installation of new interior wood trim on each new bathroom window. The new trim shall match other existing trim throughout the house as closely as is practicable. The work shall also include the supply and installation of new primer and interior latex paint on all newly installed window trim. New paint shall match existing paint as closely as is practicable in regards to color, quality, finish, etc.

B2.3.3 – Basement Windows. The work shall include the removal and proper offsite disposal of existing basement windows ***in the main house only***. The work shall also include the supply and installation of new vinyl awning-style windows. New basement windows shall be complete with screen and sash locks. All windows shall be installed per manufacturer's recommendations. The work shall include any modification, repair, or replacement to the existing window framing, casing, or trim as required for a complete installation of the new windows.

B2.4 Doors.

B2.4.1 – New Front Entrance Door. The work shall include the removal and ***onsite salvage*** of the existing front entry door. The work shall also include any modifications required to wall framing and finish to accommodate the new door. The work shall also include the supply and installation of a new insulated steel entrance door with double-glazed top light to serve the front entry. The new door shall have a clear opening width of 36" minimum, and be complete with all trim, hardware, and entrance lockset and deadbolt. ***All locksets and deadbolts installed shall be keyed alike.*** The work shall also include the supply and installation of new wood interior door trim. The new interior trim shall match other existing trim as closely as practicable. All new trim shall be finished to match other existing trim as closely as is practicable. ***Wider exterior trim to accommodate the new entry door without disturbing existing vinyl siding is allowed.***

B2.4.2 –Side Entrance Door Number One. The work shall include the removal and proper offsite disposal of the existing side entry door serving the first floor kitchen. The work shall also include the supply and installation of framing and sheathing in order to board up this rough opening and allow for the installation of new vinyl siding.

B2.4.3 – Side Entrance Door Number Two. The work shall include prepping, priming and painting the rear most side entrance door as follows:

- a. All deteriorated paint areas shall be scraped and repainted. Chipped paintwork shall be repaired by sanding smooth. All peeling paint shall be scraped. Depressions shall be filled with wood putty, sanded smooth, and spot-primed. All work shall follow Lead-Safe practices. Apply two coats of exterior latex paint according to manufacturer's recommendations, color to match.

B2.5 Payment. Replacement of exterior doors and windows shall be paid for in Part A, Separate Contract Lump Sum Prices, which will be full compensation for performing all work as indicated.

SECTION B3

SIDING

B3.1 Description. The work specified in this section includes removing existing siding as well as furnishing and installing new siding as indicated.

B3.2 General. All work shall be in accordance with these Specifications and as required for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B3.3 Materials. Fanfold insulation shall be 3/8". New siding shall be vinyl clapboard style. Color shall be a stock color, chosen by Owner. Vinyl siding shall be 0.040 in. thick, min., and comply with ASTM standard specification for Rigid Polyvinyl Chloride (PVC) Siding #D3679 Class 2.

B3.4 Installation. Installation shall comply with the manufacturers' instructions.

B3.5 Siding Repair. The work shall include replacing any damaged or missing siding as necessary for weather tightness and good appearance. New siding shall match existing siding as closely as is practicable in regards to color and quality.

B3.6 Locations. The work shall also include the installation of new vinyl siding on all areas not currently sided, *including the areas exposed by the removal of the second floor of the rear most section of the house as well as the removal of one side entrance door*. The work shall also include modification to the existing walls and/or siding as required for proper installation of new vinyl siding.

B3.7 Payment. Removal of existing siding and provision of new siding as indicated herein shall be paid for in Part A, Separate Contract Lump Sum Prices, which will be full compensation for performing all work as indicated.

SECTION B4

ROOF WORK

B4.1 Description. The work specified in this section includes removing existing roofing materials as necessary, furnishing and installing new roofing materials, and other related work as indicated.

B4.2 General. All work shall be as indicated in these specifications and as needed for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B4.3 Re-roofing. The pitched roof on the left side porch of the house as well as the new roof to be created on the rear addition shall be re-roofed with asphalt roofing products, drip edge, flashing and self-adhering bituminous membrane as indicated and required.

B4.3.1 - Strip Roofing. Existing shingles shall be stripped off and disposed of properly off site.

B4.3.2 - Sheathing Repair. Replacement of rotten or damaged roof sheathing, if required, shall be handled by Change Order. *If sheathing repairs are made, a permit must be obtained at Code Enforcement Office, City Hall.*

B4.3.3 - Bituminous Membrane. Bituminous membrane shall be “Ice and Water Shield”, manufactured by W.R. Grace Construction Products, or equal, and **shall be applied on all surfaces of the left side porch roof.**

B4.4 Materials. Roofing materials shall conform to the following:

B4.4.1 - Asphalt Shingles. Organic, granular surfaced, minimum 235 lbs. per square, **3 tab**, color by Owner. Shingles shall be U.L. Class C, minimum **30-year** manufacturer's warranty.

B4.4.2 - Fasteners. Nails shall be zinc-coated steel, of sufficient length to penetrate roof sheathing. Staples are not allowed.

B4.4.3 - Flashing. Flashing shall be non-corrosive metal such as aluminum or lead.

B4.4.4 - Drip Edge. Drip edge shall be 8” aluminum or galvanized.

B4.5 Installation Temperatures. Roofing materials shall not be installed when ambient temperatures are below that required by the product manufacturer, or above that where damage may occur to the roofing during installation.

B4.6 Disposal. Roofing debris shall be removed from the site and disposed of properly off site.

B4.7 Payment. Provision of roofing work as indicated herein shall be paid for under Part A, Separate Contract Lump Sum Prices, which price will be full compensation for performing all work as indicated.

SECTION B6

INSULATION & AIR SEALING

B6.1 Description. The work specified in this section includes providing and installing thermal insulation, as indicated.

B6.2 General. All work shall be in accordance with the Drawings and Specifications, and as needed for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B6.3 Insulate Floor - Porch. The floor area of the left side porch shall be insulated with new faced fiberglass batt insulation sized to fit the existing cavities. The work shall also include the supply and installation of building wrap under the floor joists upon completion of floor insulation to assist in keeping the floor insulation in place.

B6.4 Wall Insulation - Porch. The work shall also include the installation of faced fiberglass insulation on all exterior walls of the left side porch. Walls shall be insulated to R-19 minimum.

B6.5 Payment. Providing and installing insulation and air sealing shall be paid for in Part A, Separate Contract Lump Sum Prices, which will be full compensation for performing all work as indicated.

SECTION B7

ELECTRICAL

B7.1 Description. The work specified in this section includes performing repairs on electrical systems as well as furnishing and installing new electrical cable, equipment and lighting fixtures as indicated.

B7.2 General. All work shall be in accordance with these Specifications, the 2008 National Electrical Code and all applicable local codes. Only new materials of the type and quality specified shall be used. Where Underwriters' Laboratories, Incorporated have established standards for such materials that are to be installed, the contractor shall use only materials bearing the UL label.

B7.3 Entire Electrical System

B7.3.1 – Code Inspection & Report. The work shall include a complete inspection of the entire electrical system by a licensed electrician. *The bid price shall include the cost of the inspection only.* All code deficiencies shall be brought up to code throughout the entire electrical system. *A report written by the licensed electrician stating code violations found, repairs to be completed and costs of said repairs shall be provided to the Project Coordinator by the winning Bidder prior to signing the construction contract.* The costs of all needed repairs shall be included in the final amount of the construction contract.

B7.4 Smoke and Carbon Monoxide Detectors.

B7.4.1 – Install new detectors. The work shall include the removal and proper offsite disposal of all existing smoke alarms. The work shall also include the installation of one new 120v hardwired, interconnected smoke alarm, with battery backup in each bedroom. The work shall also include the installation of one new 120v hardwired, interconnected combination Carbon Monoxide/Smoke detector, with battery backup on the first floor, on the second floor and in the basement.

B7.5 First Floor Bathroom.

B7.5.1 – New GFI Receptacle. The work shall include the removal and proper offsite disposal of the existing GFCI receptacle in the first floor bathroom. The work shall also include the supply and installation of a new GFCI receptacle to serve the lavatory sink in the first floor bathroom.

B7.6 Payment. Performance of electrical inspections and repairs, and provision of new equipment as indicated herein shall be paid for in Part A, Separate Contract Lump Sum prices, which will be full compensation for performing all work as indicated.

SECTION B8

PLUMBING

B8.1 Description. The work specified in this section includes performing plumbing inspections, repairs, and the provision of new plumbing piping and equipment as indicated.

B8.2 General. All work shall be in accordance with the Maine State Plumbing Code, these Specifications and as required for a complete and proper installation.

B8.3 Basement.

B8.3.1- Sewer Drain. The work shall include all repairs/replacements needed to eliminate the existing leak of the sewer drain piping in the basement.

B8.4 First Floor Kitchen.

B8.4.1 – Sink Drain. The work shall include all repairs/replacements needed to eliminate the existing leak of the first floor kitchen sink drain piping.

B8.5 First Floor Bathroom.

B8.5.1 – Toilet. The work shall include the removal and proper offsite disposal of the existing toilet and rotted subflooring in the first floor bathroom. The work shall include the supply and installation of new subflooring in the areas of removed subflooring. The new subflooring shall match existing subflooring as closely as is practicable in regards to thickness. The work shall also include the supply and installation of a new toilet to serve the first floor bathroom. The new toilet shall be a low-flush type, shall be white, and shall be complete with wax seal and all supply and drain plumbing connections.

B8.5.2– Tub/Shower. The work shall include the removal and proper offsite disposal of the existing tub/shower in the first floor bathroom. The work shall also include the installation of a new bathtub and shower surround in the first floor bathroom. The new bathtub shall be standard 30”x 60” size, fiberglass, with surround included. The tub shall be installed complete with all necessary supply and waste piping, faucet and shower head.

B8.6 Second Floor Kitchen.

B8.6.1 – Faucet. The work shall include the removal and proper offsite disposal of the existing faucet set for the second floor kitchen sink. The work shall also include the supply and installation of a new faucet set to serve the second floor kitchen sink.

B8.6.2 – Sink Drain. The work shall include all repairs/replacements needed to eliminate the existing leak of the second floor kitchen sink drain piping.

B8.7 Second Floor Bathroom.

B8.7.1– Tub/Shower. The work shall include the removal and proper offsite disposal of the existing tub/shower in the second floor bathroom. The work shall also include the installation of a new bathtub and shower surround in the second floor bathroom. The new bathtub shall be standard 30”x 60” size, fiberglass, with surround included. The tub shall be installed complete with all necessary supply and waste piping, faucet and shower head.

B8.8 Payment. Performance of plumbing inspections, repairs, and provision of new plumbing piping and equipment shall be paid for in Part A, Separate Contract Lump Sum prices, which shall be full compensation for performing all work as indicated.

SECTION B9

HEATING SYSTEMS

B9.1 Description. The work specified in this section includes furnishing and installing new heating-related equipment, upgrading existing equipment to meet Code, as indicated.

B9.2 General. All work shall be in accordance with the Specifications, and as needed for a complete and proper installation. Furthermore, all work shall comply with applicable provisions of NFPA 31, NFPA 211, NFPA 70A, and the Maine Oil and Solid Fuel Board.

B9.3 First Floor, Rear Addition.

B9.3.1 – Distribution. The work shall include all necessary repairs in order to get heat distributed to the first floor, rear addition.

B9.4 Payment. Repairs of heating equipment shall be paid for in Part A, Separate Contract Lump Sum prices, which will be full compensation for performing all work as indicated.

SECTION B10

KITCHEN

B10.1 Description. The work specified in this section includes upgrading kitchen facilities as indicated.

B10.2 General. All work shall be in accordance with these Specifications and as required for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B10.3 Kitchen Stoves/Ovens.

B10.3.1 – Remove Existing. The work shall include the removal and proper offsite disposal of the kitchen stove located in the first floor kitchen as well as the stove located in the second floor kitchen.

B10.3.2 – New. The work shall include the supply and installation of a new stove/oven in the first floor kitchen as well as one in the second floor kitchen. A price allowance, which will allow the Owner to select the stove, shall be set at \$800 per stove/\$1,600 total.

B10.4 Payment. Kitchen repairs and upgrades shall be paid for in Part A, Separate Contract Lump Sum price, which will be full compensation for performing all work as indicated.

SECTION B11

BATHROOMS

B11.1 Description. The work specified in this section includes repairing and upgrading existing bathrooms as indicated.

B11.2 General. All work shall be in accordance with these Specifications and as required for complete and proper installations. Furthermore, all work shall conform to all local building codes.

B11.3 First Floor Bathroom.

B11.3.1 - Ceiling. The work shall include the supply and installation of strapping to create an even surface on the ceiling of the first floor bathroom. The work shall also include the supply and installation of new ½” sheetrock on the entire ceiling surface of the first floor bathroom. *All ceiling sheetrock in the first floor bathroom shall be moisture resistant type.* The work shall also include the installation of framing, if needed, and strapping as required for a proper installation. The work shall also include mudding, taping and sanding sheetrock smooth for a good finished appearance as well as the application of one primer coat on the entire ceiling surface. The work shall also include the application of two coats of latex ceiling paint on the entire ceiling surface, color Dover White.

B11.3.2 – Shower Curtain Track System. The work shall include the removal and proper offsite disposal of the existing shower curtain track system located in the first floor bathroom. The work shall include the supply and installation of a new ceiling mounted shower curtain track system. The new system shall be installed per manufacturer instructions.

B11.4 Second Floor Bathroom.

B11.4.1 – Shower Curtain Track System. The work shall include the removal and proper offsite disposal of the existing shower curtain track system located in the second floor bathroom. The work shall include the supply and installation of a new ceiling mounted shower curtain track system. The new system shall be installed per manufacturer instructions.

B11.5 Payment. Furnishing and installing Bathroom facilities shall be paid for in Part A, Separate Contract Lump Sum prices, which will be full compensation for performing all work as indicated.

SECTION B14

BEDROOMS

B14.1 Description. The work specified in this section includes remodeling, repairing and upgrading bedrooms as indicated.

B14.2 General. All work shall be in accordance with these specifications and as required for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B14.3 Second floor, left, rear bedroom.

B14.3.1 – Floor. The work shall include repairing the soft spot located below the radiator in the second floor, left, rear bedroom.

B14.4 Payment. Remodeling, repairing and upgrading bedrooms shall be paid for in Part A, Separate Contract Lump Sum prices, which will be full compensation for performing all work as indicated.

SECTION B15

STAIR & HALLWAYS

B15.1 Description. The work specified in this section includes upgrading hallways, stairs and stairways as indicated.

B15.2 General. All work shall be in accordance with these Specifications and as required for a complete and proper installation. Furthermore, all work shall conform to all local building codes.

B15.3 Front porch and stairs.

B15.3.1 – Repairs. The work shall include the removal and proper offsite disposal of the existing front entry stairs, the existing railings, , the existing posts, the existing decking and the stairs leading to the second floor apartment. The work shall also include the supply and installation of new stairs, decking, posts and railings for the front entry porch. ***Any changes to framing and support structure of the front porch shall be handled via change order.*** New decking shall be pressure treated type. New stairs shall be constructed with pressure treated lumber with galvanized fasteners, shall be the same width as the stairs they are replacing and shall be complete with a handrail on both sides. New railings shall be constructed with pressure treated lumber with galvanized fasteners and shall meet all Code requirements.

B15.4 Payment. Repair of stairways and hallways shall be paid for in Part A, Separate Contract Lump Sum prices, which will be full compensation for performing all work as indicated.

SECTION B23

REAR ADDITION

B23.1 Description. The work specified in this section includes demolition work, as indicated.

B23.2 General. All work shall be in accordance with the Contract Drawings and Specifications. Furthermore, all work shall conform to all local building codes.

B23.3 Rear House Section.

B23.3.1 – Demolition. The work shall include the removal and proper offsite disposal of the Second Floor of the Rear Addition. The work shall also include the removal and proper offsite disposal of the existing covered porch located at the rear addition.

B23.3.2 – New Roof. The work shall include the construction of a new roof the first floor of the rear addition. The new roof shall be a 5/12 pitch type, shall have eaves and shall have vented soffits and ridge venting. The new roof shall be covered with three tab type shingles as described in Section B4. The work shall also include providing insulation in the ceiling, as per Code. The work shall also include repairs of any damage to the existing first floor ceiling created by the installation of a new roof.

B23.3.3 – New Porch and Stairs. The work shall include the construction of a new porch to serve the entry door located in the rear addition. The new porch shall measure 4' x 4' and shall be constructed with pressure treated lumber with galvanized fasteners. The work shall also include the construction of a new set of stairs to serve the new porch, per Code. The new stairs shall be 4' wide, shall have a railing on both sides and shall be constructed with pressure treated lumber with galvanized fasteners.

B23.4 Payment. Provision of demolition and disposal shall be paid for in Part A, Separate Contract Lump Sum price, which will be full compensation for performing all work as indicated.