



TOWN OF LEE

ANNEX ROOF REPLACEMENT

INVITATION TO BID AND CONTRACT DOCUMENTS

**Julie E. Glover
Town Administrator**

Annex Roof Replacement

CONTRACT DOCUMENTS AND SPECIFICATIONS

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INVITATION TO BID

Sealed bid proposals, plainly marked, *Annex Roof Replacement* on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Town Administrator, 7 Mast Road, Lee, New Hampshire, 03861, will be accepted until **2:00 p.m. August 24, 2016.**

The work shall consist of: ***Remove and dispose of existing Shingle Roof and replace with fiberglass reinforced, laminated asphalt roof shingles and appurtenances to ensure a water tight roof.***

Specifications and bid proposal forms may be obtained at Town Hall at the above address or from the Town website www.leenh.org. Questions may be directed to **Julie Glover, Town Administrator.**

The Town of Lee reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the Town.

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BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Included with these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. Other documents will be considered as part of the proposal, whether attached or not. The bidders must submit a statement of bidder's qualifications in order to be considered.

2. Interpretation of Quantities in Bid

Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, bid specifications and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials. Measurements, dimensions, calculations, estimates, and statements as to the condition under which the work is to be performed are the responsibility of the contractor, as no allowance will be made for any errors or inaccuracies that may be found after the execution of the contract.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance or regulation, the bidder shall forthwith report it to the Town in writing.

5. Preparation of Proposal

- a) The bidder shall submit its proposal upon the forms furnished by the Town. All words and figures shall be in ink or typed.
- b) The bidder's proposal must be signed with ink by the individual; or by one or more officers if a corporation, by one or more members of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the Town.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Town's sole discretion for any of the following reasons: if the proposal is on a form other than that furnished by the Town; if there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning; if the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or if the proposal does not contain a unit price for each pay item so listed.

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7. Delivery of Proposals

The sealed proposal shall be addressed to the Town at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for receipt of the bids will **not** be accepted.

8. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

9. Disqualification of Bidders

Any or all of the following reasons may be deemed by Town in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- a. Evidence of collusion among bidders;
- b. Failure to submit all required information requested in the bid specifications;
- c. Contractor lacks a successful track record of ten years or more in the field of *Asphalt Shingle Roof Replacement*;**
- d. Lack of competency or sufficient labor, or of adequate machinery, plant or other equipment, as revealed by the statement of bidder's qualification or as otherwise determined;
- e. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- f. Default or unsatisfactory performance on previous contracts; or
- g. Such disqualification would be in the best interests of the Town.

10. Material Samples

Bidders may be required to submit samples of proposed materials to be used before a final contract award is made.

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AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work and any such additional considerations as may be identified in the bid documents. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, that his bid has been accepted and that the Town will proceed to award the contract.

- a. Responsible and qualified bidder – one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and whose bid conforms in all material respects to the Invitation for Bids.
- b. The goal is to achieve the “best overall value” for the Town, which may include, but not be limited to: Price; Quality; Warranty; Availability and scheduled completion time; References
- c. If other factors are present which would materially affect the contractor's ability to perform contractual responsibilities, including but not limited to poor performance on previous contracts in any Town, state or on federal projects, the bidder will be considered not-qualified.

3. Reservation of Rights

The Town reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Town, the best interest of the Town of Lee will be promoted thereby. The Town further reserves the right to modify the scope of work in the event that bids exceed budgeted amounts. The Town reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Town.

4. Execution and Approval of Contract

The successful bidder is required to provide proof of insurance and to execute the contract within 10 days following receipt of the Town's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

5. Failure to Execute Contract

Failure to execute the contract within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the Town may exercise its reserved rights including the rejection of all bids or re-advertisement.

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BID PROPOSAL FORM TOWN OF LEE, N.H.

To the Town of Lee, New Hampshire, herein called the Town:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Town is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities proposed in this Bid, and the bidder has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder agrees that, if the Bid is accepted, the bidder will contract with the Town, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

Include a proposed project completion schedule with your bid and statement of bidder's qualifications.

	<u>QTY</u>	<u>Unit</u>	<u>Total Price</u>
1. General Conditions	1	LS	\$_____
2. Remove/Dispose all Existing Shingles and Other Roofing Materials	1	LS	\$_____
3. F&I Shingles	_____	SQ	\$_____
4. F&I Ice & Water Shield Entire surface			
5. F&I Rigid Foam Insulation	1	LS	\$_____
6. F&I Ridge Vent & Cap	1	LS	\$_____
7. F&I 8" Aluminum Drip Edge	1	LS	\$_____
8. Replace sheathing, as necessary	per	SF	\$_____

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BID PROPOSAL FORM TOWN OF LEE, N.H.

Award of Bid will be based on the Total Bid of Items 1 through 7 compiled by the Bidder using the estimated quantities listed above:

In Figures \$ _____

To Bidder: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item. The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date _____

Company Name: _____

Signature Title: _____

Business Address: _____

Town, State, Zip Code: _____

Telephone: _____

Email: _____

The Bidder has received and acknowledged Addenda No. __ through __

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary:

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the roofing business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you failed within the last seven years to complete any work awarded to you?
_____(no)_____(yes). If so, where and why?
10. Have you defaulted on a contract within the last seven years?
_____(no)_____(yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
_____(no)_____(yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen who will be assigned and available for this contract.
15. List any subcontractors whom you would expect to use for this project (unless all work is to be done by your own organization).
16. Provide at least five (5) client references, preferably in the public sector, including all contact information.

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STATEMENT OF BIDDER'S QUALIFICATIONS
(continued)

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and says that the bidder is

_____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission expires _____

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CONTRACT AGREEMENT

Town of Lee

THIS AGREEMENT made as of the ____**th** day of _____ in the year **2016**, by and between the Town of Lee, New Hampshire (hereinafter call the Town) and _____ (hereinafter called the Contractor), WITNESSETH; that the Town and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Town Engineer shall mean the Building Inspector, and/or other authorized representative, who will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the schedule submitted with the Bid Proposal and accepted by the Town.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Town shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to any additions and deductions provided for in the Contract Documents.

ARTICLE V – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Town and Contractor, are attached hereto and made a part hereof and consist of the following:

- 5.1 This Agreement
- 5.2 Contractor's Bid
- 5.3 Notice of Award
- 5.4 Bidding Requirements & Conditions
- 5.5 General Requirements
- 5.6 Insurance Requirements
- 5.7 General and Technical Specifications
- 5.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VI – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Town, or fail to perform any of its obligations set forth in the Contract, Town may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and

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appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE VII – INDEMNIFICATION OF TOWN – Contractor will indemnify Town against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Town in such action.

ARTICLE VIII – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations. **The fee for the Town of Lee Building permit shall be waived.**

ARTICLE IX – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE X – MISCELLANEOUS –

A. Neither Town nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Town.

B. Town and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Town and Contractor and may only be altered amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof and the venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER:

TOWN OF LEE, N.H.

BY: _____

BY: _____

TITLE: _____

Julie E. Glover, Town Administrator,
formally authorized to enter into this
agreement by vote of the Select Board on
_____ 2016.

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NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Town of Lee Annex Roof Replacement

You are hereby notified that the Town intends to award the above referenced project to you. Immediately take the necessary steps to execute the Contract and to provide proof of insurance within ten (10) calendar days from the date of this Notice.

The Town reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

FURTHER, in accordance with the schedule of completion provided with your bid proposal, you agree that all work to be performed under this Contract shall be completed no later than _____2016.

Town of Lee
Lee, New Hampshire

Julie E. Glover
Town Administrator

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CHANGE ORDER

Change Order Number and Date of Issuance:

Town: TOWN OF LEE, N.H

Contractor:

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order: Additional Work

Attachments: Spreadsheet

CHANGE IN CONTRACT PRICE/CHANGE IN CONTRACT TIME

Original Contract Price: \$_____

Original Completion Date: _____

Contract Price prior to this Change Order:_____

Contract Time prior to this Change Order: _____

Net Increase this Change Order: \$_____

Net Increase this Change Order:_____days

Contract Price with all approved Change Orders: \$_____

Contract Time with all approved Change Orders: _____days

APPROVED:

by_____

Town Administrator

APPROVED:

by_____

Contractor

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CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate) who, being duly sworn,
according to law deposes and says that the cost of labor, material, and equipment and
outstanding claims and indebtedness of whatever nature arising out of the performance of the
Contract between TOWN OF LEE, NEW HAMPSHIRE

and _____ (Contractor)

of _____

Dated: _____

has been paid in full for Construction of: ***Town of Lee Annex Roof Replacement***

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Sworn to and subscribed before me this _____ day of _____ 20____

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GENERAL REQUIREMENTS

A. SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Clean up, including disposal fees
- b. Signs
- c. Mobilization/Demobilization
- d. Restoration of property
- e. **Contractor is responsible for working with utility companies to make all utility lines safe**
- f. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Town or at the unit bid price. If the Town determines that extra work is to be performed, a change order will be issued.

4. CHANGE ORDERS

The Town reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents. The contractor will not be paid for any additional work he might claim without an authorized and fully executed change order.

5. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

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6. SCHEDULE OF PROJECT COMPLETION

The contractor shall complete all work in accordance with schedule submitted with his bid and with any modifications that may be made by the Town as a condition of bid award. Such schedule shall be considered a part of the Contract Documents.

B. CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the Engineer and/or the Town's authorized designee and to his satisfaction. The Engineer and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Engineer and/or authorized designee will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Town reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer and/or authorized designee the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

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(d) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Town, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the final completion is granted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all Town streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the Engineer and/or authorized designee.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and/or animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such police officers as the Police Chief deems necessary for the direction and control of traffic within the site of project. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

C. MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(b) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

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2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Town for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first deposit, shall become due or payable if the Town so elects, until the Contractor shall satisfy the Town that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Town may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first payment.

(d) Extra work performed will be paid for at the price negotiated between the Town and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

3. FINAL INSPECTION

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and/or authorized designee will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection. If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer and/or authorized designee will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer and/or authorized designee will make the final acceptance and notify the Contractor in of this acceptance as of the date of final inspection.

4. ACCEPTANCE AND FINAL PAYMENT

When the project has been accepted and upon submission by the Contractor of all completed forms, warranties, and certifications, the Town will review the final invoice. The Contractor will be required to certify that all bills for labor and material used under this contract have been paid.

5. WARRANTY

A full warranty shall be provided that covers replacement of defective materials and installation for a minimum of ten (10) years. Manufacturer's warranty on shingles shall be 30 years or better.

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INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Lee, New Hampshire as named Additional Insured.

1) The contractor's insurance shall be primary in the event of a loss.

2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee
Attn: Town Administrator
7 Mast Rd
Lee, NH 03861

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GENERAL & TECHNICAL SPECIFICATIONS

1.1 SUMMARY OF WORK

1. Remove and dispose of existing roofing materials.
2. Furnish and install (F&I) new underlayment, flashing, rigid insulation, and asphalt shingle roofing per specifications and manufacturers installation instructions.

1.2 WORK RESTRICTIONS

A. During construction, Contractor will have limited use of area indicated as follows:

1. All work will be done between 7:00 a.m. and 6:00 p.m., Monday to Friday.
2. Work areas will be cleaned at the end of each workday.

2.1 PROJECT MANAGEMENT AND COORDINATION

A. Conduct progress meetings with Town at Project site as needed.

SECTION 01600 - PRODUCT REQUIREMENTS

1.1 SECTION REQUIREMENTS

A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms. Rigid Insulation and Ice & Water Shield Products can be from different manufacturers provided that products meet the performance requirements and do not void the shingle manufacturer's warranty.

B. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

2.1 PRODUCT OPTIONS

A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.

1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

B. Unless otherwise indicated, Town will select color of each product from manufacturer's standard items.

SECTION 01701 - EXECUTION AND CLOSEOUT REQUIREMENTS

3.1 EXAMINATION AND PREPARATION

A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions.

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C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

3.2 CUTTING AND PATCHING

A. Do not cut structural members or operational elements without prior written approval of Town.

B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.3 INSTALLATION

A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.

B. Clean Project site and work areas daily, including common areas.

3.4 CLOSEOUT PROCEDURES

A. Final Completion: Before requesting Final Completion inspection, complete the following:

1. Submit specific warranties, maintenance agreements, and similar documents.
2. Deliver extra materials, and similar items.
3. Remove temporary facilities and controls.
4. Complete final cleaning requirements, including touchup painting.

B. Request inspection for certification of Final Completion.

C. Town will inspect the Work on receipt of notice that the Work has been completed.

1. If the Work is incomplete, Town will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

SECTION 07310 – ASPHALT SHINGLES

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

1.1 SUMMARY

A. Remove and dispose of existing Shingles, underlayment and any damaged roofing materials.

1.2 SECTION REQUIREMENTS

A. Contractor shall comply with all Federal and State regulations related to hauling and disposal of materials.

B. Contractor shall make proper provisions for the Town to occupy portions of building immediately adjacent to and below selective demolition area. Conduct demolition so Town's operations will not be unduly disrupted.

C. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Town. After confirming the existence of hazardous materials, Town will remove hazardous materials under a separate contract.

PART 2 - PRODUCTS (Not Applicable)

3.1 DEMOLITION

A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that

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bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.

E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.

F. Protect walls, ceilings, floors, and other existing finish work that is to remain. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

G. Promptly remove demolished materials from Town's property and legally dispose of them. Do not burn demolished materials.

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

1.1 SUMMARY

A. Provide new roof decking as required

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.

2.2 TREATED MATERIALS

A. Preservative-Treated Materials: AWPAC2 or AWPAC31 with inorganic boron (SBX).

1. Use treatment containing no arsenic or chromium.

2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.

3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

B. Provide preservative-treated materials for all miscellaneous rough carpentry unless otherwise indicated.

1. Wood members in connection with framing, roofing, flashing, vapor barriers, and waterproofing.

2.3 LUMBER

A. Dimension Lumber:

1. Maximum Moisture Content: 19 percent.

2.4 FASTENERS

A. Fasteners: Size and type as indicated. Where rough carpentry is exposed to weather, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

1. Power-Driven Fasteners: CABO NER-272.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Set miscellaneous rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Securely attach miscellaneous rough carpentry to substrates, complying with the following:

1. CABO NER-272 for power-driven fasteners.

2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

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SECTION 07310 – ASPHALT SHINGLES

1.01 DESCRIPTION

Shingles shall be Certainteed Landmark, or approved equal.

A. This section specifies fiberglass asphalt laminated shingles.

Note: This section is also relative to providing and installing all drip edges and flashings as Typically specified in Section 07600- FLASHING AND SHEET METAL associated with the roof work.

B. Section includes:

1. Shingles.
2. Ice and water shield.
3. Rigid Foam Insulation
4. Vents.
5. Flashing and drip edge.

1.02 RELATED WORK

A. Roof Sheathing: Section 06100 – Rough Carpentry.

B. Flashings: Section 07600 – Flashing and Sheet Metal.

1.04 QUALITY ASSURANCE

A. All materials used as a component of the roofing system shall be supplied or approved in writing by the roofing system manufacturer. All materials shall be installed to serve their intended function.

B. The complete roofing system shall be installed by a roofing Contractor approved by the roofing system manufacturer and employing personnel experienced and skilled in the application of the manufacturer's roofing system. The Contractor shall have a minimum of ten years' experience installing the system specified. No deviations shall be permitted without written consent from the Town.

Should a conflict between this specification and the manufacturer's requirements arise, the most restrictive provision, as determined by the Town, shall govern.

C. Roof surfaces shall be sound, reasonably smooth and free from defects which would interfere with roofing installation.

D. Roof accessories, vent pipes and other projections through the roof must be in place and roof flashing installed or ready for installation before laying shingles.

1.06 SUBMITTALS

A. Submit product data listed below under provisions of SECTION 01300:

1. Manufacturer's literature and data sheets on each component of the roofing system.
2. Manufacturer's literature and data sheets on ventilation products.
3. Blank sample of manufacturer's warranty form.

B. Submit samples and manufacturer's literature on the following:

1. Shingle sample board with color range and selections.

1.07 STORAGE AND HANDLING

A. Materials shall be delivered in their original unopened containers, clearly labeled with the manufacturer's name, trade name and identifying numbers as appropriate.

B. Consult the roofing system manufacturer for specific shelf life and storage requirements for all materials if prolonged storage is anticipated.

C. Contractor shall inspect all materials prior to use. Materials damaged during shipment or handling shall be rejected. Materials not possessing the required classification markings shall also be rejected.

D. Moisture contaminated materials shall be removed from the job site and replaced with new materials.

1.08 PROJECT/SITE CONDITIONS

A. No work shall proceed when water is present on the roof or in the materials.

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B. At the completion of the Project, the Contractor shall deliver one square (100 sq. ft.) of shingles, used on the Project, to the Town for future repairs etc. Shingles shall be of the same style, lot number, color and manufacturer as those installed on the roof.

1.09 WARRANTY

A. Shingle shall have a minimum thirty (30) year limited warranty against manufacturer's defects and wind damage and a warranty covering full reimbursement for materials and installation for ten (10) years due to manufacturer's defect.

B. The above notwithstanding, the Contractor shall remove and replace at no cost to the Owner any work performed by the Contractor found to be deficient within two (2) years of acceptance of the work by the Owner.

2.01 MATERIALS

A. Shingles: Algae resistant asphalt architectural shingles shingle, **Certainteed Landmark** or approved equal, made to be used in the northeast region of the United States.

Two-piece laminated fiber glass-based construction 229 / 240 lbs. per square (weight dependent on manufacturing facility)

UL Class A fire resistance

UL certified to meet ASTM D3462

UL certified to meet ASTM 3018 Type I

Conforms to CSA standard A123.5

To be selected by Town from manufacturer's standard colors.

B. Ice and Water Shield: Membrane shall be self-adhesive, self-sealing, 36" wide, 40 mil minimum thickness, rubberized asphalt base sheet membrane with minimum tensile strength of 250 psi, granular non-slip surfacing approved by the shingle material manufacturer.

C. Fasteners: 12 gauge hot dipped galvanized, barbed shank, 5/8" head, sharp pointed conventional roofing nails of sufficient length to penetrate 1" into wood decking. Galvanizing shall be per ASTM A153.

D. Vent flashing shall be pre-fabricated from aluminum with friction fit neoprene boot with an integral aluminum deck flange, sized as required. Vent flashing shall be compatible with shingle manufacturer's system.

E. Asphalt roof cement shall be non-asbestos type and shall comply with ASTM D4586 Type 1.

F. Ridge Vents:

1. UV stable polyester composite with Class A rating from UL and insect guard.
2. ASTM D1929.
3. Nominal 1" thickness.
4. Net free minimum ventilating area of 16 in² / linear foot.
5. Passes 100 mph wind-driven rain test.

3.00 PREPARATION FOR REMOVAL OF EXISTING ROOFING

A. Remove existing shingles, underlayment, substandard metal flashings and fasteners down to the deck. Use a pry bar to remove soil stacks and vent flashing if they are not serviceable. Sweep the deck clean.

B. Replace all deteriorated or warped decking with matching material and patch small holes (2" or less) with .032" thick aluminum sheet metal. Deteriorated decking shall be replaced to the nearest rafter with like material.

C. Refasten loose decking using proper nailing methods.

3.01 ICE AND WATER SHIELD INSTALLATION

A. Install full width ice and water shield directly to wood, six feet from edge, in accordance with manufacturer's installation instructions. Use ice and water shield at valley intersections and base of chimneys and walls/roof.

1. Clean wood deck with ice and water shield primer. Apply primer in accordance with manufacturer's recommendations.
2. Lap all edges a minimum of 6 inches.
3. Repair any defect according to manufacturer's recommendations after application.

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4. At valleys, use full width pieces in maximum 6-8 foot lengths. Begin installation at the low point and center of the valley and work outward toward the edges.

5. Caulk potential leaks according to manufacturer's recommendations.

B. Ice and water shield must not be left exposed to sunlight for prolonged periods of time. New shingle roofing system shall be installed the same day as ice and water shield.

C Ice and water shield shall be installed at base of all vent pipes and chimneys.

3.03 SHINGLE INSTALLATION

A. Install shingles in accordance with manufacturer's installation instructions and recommendations. Shingles shall provide uniform distribution of color blend.

3.04 METAL DRIP EDGES and FLASHINGS

A. Install metal drip edges made of aluminum at eaves under underlayment and at rakes over underlayment.

B. Secure metal drip edges with compatible nails spaced not more than 10 inches on center along the inner edges.

C. Install miscellaneous flashings as required.

3.05 RIDGE AND VENT FLASHING INSTALLATION

A. Prior to installation of vent flashing, install a 6" wide strip of ice and water shield around base of pipe adhering directly to wood deck up-slope of pipe and over felt underlayment on down slope side.

B. Apply shingles up to vent pipe and cut hole in shingle to go over pipe and set in asphalt flashing cement.

C. Install preformed boot flashing snugly over vent pipe and set flange directly to roof in asphalt flashing cement.

D. Proceed with shingle installation and embed shingles in flashing cement where they overlap the flange on the side and up-slope area.

E. Install roof vent in maximum lengths available and in accordance with manufacturer's recommendations.

3.06 WALL AND CHIMNEY BASE FLASHINGS

A. Install ice and water barrier four inches up wall and six inches at roof surface. At side walls weave new metal step flashings into shingles and secure as required.

B. At down-slope sides of flashings install one piece metal apron flashing and cover with existing metal counter flashings. Apply shingles in tabs of plastic roof cement over metal flashing.

3.06 RIDGE VENT & CAP INSTALLATION

A. Flexible rigid plastic ridge ventilator designed to allow the passage of hot air from attics, while resisting snow infiltration. For use in areas with eave/soffit ventilation products. Install per manufacturer's instructions.

1. Install ridge vent along the entire length of ridges:

- a. Cut continuous vent slots through the sheathing, stopping 6 inches (152mm) from each end of the ridge.
- b. On roofs without ridge board, make a slot 1 inch (25mm) wide, on either side of the peak (2" (51mm) overall).
- c. On roofs with ridge board, make two slots 1-3/4 inches (44.5mm) wide, one on each side of the peak (3 1/2" (89mm) overall).
- d. Install ridge vent material along the full length of the ridge, including uncut areas.
- e. Butt ends of ridge vent material and join using roofing cement.

B. Install High profile self-sealing ridge cap shingle matching the color of selected roof shingle.

END OF SECTION