

PROJECT: PARTIAL ROOF REPLACEMENT OF
NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

OWNER: TOWN OF NORTH YARMOUTH
10 VILLAGE SQUARE ROAD
NORTH YARMOUTH, MAINE 04097

PLANS BY: INDEPENDENT ROOF SERVICES, INC.
569 LAWRENCE ROAD
POWNAI, MAINE 04069
(207) 688-4770

DATE: AUGUST 4, 2023

INVITATION TO BID

Sealed bids in envelope plainly marked **PARTIAL ROOF REPLACEMENT OF NORTH YARMOUTH FIRE AND RESCUE**, and addressed to Ms. Diane Barnes, Town Manager, Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine 04097, will be received until 2:00 P.M. on Tuesday, August 29, 2023.

The work consists of replacing approx. 28 squares of standing seam metal roofing with a new PVC roof system at 463 Walnut Hill Road, North Yarmouth, Maine.

A NON-MANDATORY PRE-BID conference will be held at 463 Walnut Hill Road, North Yarmouth, Maine 04097, on Tuesday, August 15, 2023, at 10:00 a.m..

Bids shall be submitted on the form provided in the bid documents. The Owner reserves the right to waive all formalities and to reject any and all bids or to accept any bid.

The successful bidder shall furnish insurance certificates of all as further set forth in the AIA contract form:

TYPE: Workman's Compensation
AMOUNT: Statutory

TYPE: PUBLIC LIABILITY:

Personal Injury	Property Damage
AMOUNT: \$1,000,000.00	\$1,000,000.00

TYPE: Automobile
AMOUNT: \$1,000,000.00

Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine, 04097, shall be named as additional insured. Town of North Yarmouth shall receive a 30-day notice prior to cancellation of insurance.

Town of North Yarmouth reserves the right to reject any or all bids, to waive any irregularity in the bids and in the bidding, to accept any Bid that it may deem to be in its best interest, to negotiate the Contract Price with any bidder and to omit any item or items deemed advisable for its best interest.

INSTRUCTION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract documents include the following:

Invitation to Bid	1 Page
Instruction to Bidders	2 Pages
Form of Proposal	1 Page
Contract	8 Pages
Specifications	4 Page
Drawings	8 Pages

Complete sets of bidding documents shall be used in preparing bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK:

Before submitting a bid, each bidder shall:

- a. Examine the contract documents thoroughly;
- b. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work;
- c. Familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
- d. Study and carefully correlate bidder's observations with the contract documents.

3. PAYMENTS TO CONTRACTOR:

Progress payments will be made to the contractor during construction. The Owner may retain five per cent (5%) of each payment due the contractor as security for the fulfillment of the contract by the contractor.

4. BID FORM:

The form of proposal is attached hereto. Bid forms to be typed on Contractor's letterhead. The bid price must be stated in words and numerals; in case of conflict, words will take precedence.

5. CONTRACT FORM:

The eighth edition of AIA Document "Standard Form of Agreement between Owner and Contractor" where payment is a stipulated sum will be used. Form is a part of these specifications.

6. SUMMARY OF WORK:

The Work of the Contract is as described in the Contract Documents. This work can be summarized as follows:

Bid: Partial Roof Replacement of North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine 04097.

7. COMPLETION:

The work under this contract to be completed by the date stated on the contractor's bid form.

8. OTHER CONSIDERATIONS:

Contractor to provide and maintain a portable toilet for the duration of the project. The Owner must approve the location prior to delivery.

PROPOSAL FORM
BID FOR THE PARTIAL ROOF REPLACEMENT
OF NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE
(On Contractor's Letterhead)

TO: Ms. Diane Barnes, Town Manager
Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

A. Having carefully examined the Form of Contract, General Conditions and Plans and Specifications dated August 4, 2023, prepared by Independent Roof Services, Inc. for the Partial Roof Replacement of the North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, as well as the premises and conditions affecting the Work, we the undersigned propose to furnish all Labor, Equipment and Material necessary for and reasonably incidental to the construction and completion of the Work required by the Contract Documents for the amount of:

Bid: _____ Dollars (\$_____)

B. This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

C. The undersigned agrees, if awarded the Contract, to complete the entire project on or before _____.

Submitted by: _____
(Company name)

(CORPORATE SEAL) Title: _____

Signature: _____

Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA DOCUMENT A107

ABBREVIATED FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

1978 EDITION

AGREEMENT

made as of the year Two Thousand Twenty-Three

BETWEEN the Owner: Town of North Yarmouth, 10 Village Square Road, North Yarmouth,
Maine 04097

and the Contractor:

The Project: Partial Roof Replacement of North Yarmouth Fire and Rescue, 463 Walnut Hill
Road, North Yarmouth, Maine

The Consultant: Independent Roof Services, Inc., 569 Lawrence Road, Pownal, Maine 04069

The Owner and the Contractor agree as set forth below.

ARTICLE 1
THE WORK

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Partial Roof Replacement of North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The work to be performed under this Contract shall commence on or after September 1, 2023, subject to authorized adjustments. Substantial Completion shall be achieved not later than _____.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____.

ARTICLE 4
PROGRESS PAYMENT

4.1 Based upon Application for Payment submitted to the Consultant by the Contractor and Certificate for Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month.

ARTICLE 5
FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final certificate for Payment has been issued by the Consultant.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows: Partial Roof Replacement of North Yarmouth Fire and Rescue, 463 Walnut Hill Road, North Yarmouth, Maine, Dated August 4, 2023, prepared by Independent Roof Services, Inc.

ARTICLE 7
CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Consultant after the execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Consultant and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8
CONSULTANT

8.1 The Consultant will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Consultant shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Consultant will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Consultant, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Consultant's observations and evaluation of the Contractor's Applications for Payment, the Consultant will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Consultant will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Consultant's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Consultant, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Consultant will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

ARTICLE 9
OWNER

- 9.1 The Owner shall furnish all surveys and a legal description of the site.
- 9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 9.3 The Owner shall forward all instructions to the Contractor through the Consultant.
- 9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10
CONTRACTOR

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 10.4 The Contractor warrants to the Owner and the Consultant that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.
- 10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- 10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Consultant if the Drawings and Specifications are at variance therewith.
- 10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- 10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.
- 10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.
- 10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.
- 10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Consultant and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph 10.11. In any and all claims against the Owner or the Consultant or any of their agents or

employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Consultant in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Consultant or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Consultant, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12 WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joined or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial,

and (4) such person or entity is not the Consultant or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14 TIME

14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 The Date of Substantial Completion of the Work is the date certified by the Consultant when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.

14.3 If the Contractor is delayed at any time in the progress of the Work by changes in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Consultant determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Consultant may determine.

ARTICLE 15 PAYMENT AND COMPLETION

15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors of for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

15.3 When the Consultant agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.

15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17
INSURANCE

17.1 Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under Contract.

17.3 Unless otherwise provided, the owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

ARTICLE 18
CHANGES IN THE WORK

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Consultant.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be by mutual agreement.

ARTICLE 19
CORRECTION OF WORK

19.1 The Contractor shall promptly correct any Work rejected by the Consultant as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20
TERMINATION OF THE CONTRACT

20.1 If the Consultant fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner, and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the

cost thereof, including compensation for the Consultant's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Consultant that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 21
OTHER CONDITIONS AND PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

SECTION 07 53 23
ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Fully adhered PVC sheet roofing, DensDeck Prime, PVC clad flashings and 16-ounce Freedom Gray copper step flashing.

1.02 CODES, REGULATIONS AND STANDARDS

A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees or his subcontractors.

1.03 QUALITY ASSURANCE

A. Roofing contractor to be approved in writing by the membrane manufacturer. Contractor shall be able to substantiate that he has been trained by the membrane manufacturer.

B. Roofing and flashing workmanship to comply with industry standards. The National Roofing Contractors Association's (NRCA) **ROOFING AND WATERPROOFING MANUAL** along with **ARCHITECTURAL SHEET METAL MANUAL** as published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) will be used to establish industry standards.

1.04 SUBMITTALS

A. Sample ten (10) year total system warranty for the PVC membrane.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in their original, unopened containers, clearly labeled with manufacturer's name. All material to be stored in waterproof trailers or sheds, up on raised platforms and under lock and key until use. Do not use materials damaged in handling or storage. Replace damaged material with new material. Store adhesives between 60 and 80 degrees F. Should they be exposed to lower temperatures, restore to room temperature for three to five days prior to use.

1.06 WARRANTY

A. A ten (10) year total system warranty shall be issued by the PVC membrane manufacturer.

B. The roofing contractor shall furnish the Owner with his personal two (2) year watertight warranty.

PART 2 PRODUCTS

2.01 COVER BOARD

- A. Cover board to be ¼" DensDeck Prime.

2.02 MEMBRANE ROOF SYSTEM

A. Membrane roofing to be fully adhered 60 mil Lead Gray Sika Sarnifil G410 Feltback Décor, slate gray Sure-Flex PVC Contour Rib Profile with 60 mil FleeceBACK PVC by Carlisle, slate gray VersiFlex PVC Rib Profile with 60 mil VersiFleece PVC by Versico, or approved equal. Roof membrane to be fully adhered to the ¼" cover board.

B. Adhesives, sealants, thinner, cleaner and accessories to be furnished by the membrane manufacturer.

2.03 METAL FLASHING

A. Use PVC clad galvanized steel in areas requiring heat welding to the new PVC roof membrane.

B. New step cap flashing to be formed using 16-ounce Freedom Gray or 16-ounce lead coated copper.

2.04 WOOD NAILERS AND BLOCKING

- A. All wood nailers and blocking shall be #2 or better kiln dried spruce, fir or pine.

2.05 FASTENERS

A. Use annular-ring hot dipped galvanized nails by the W.H. Maze Co. on the new metal flashings.

B. Use fasteners recommended by the membrane manufacturer to secure anchor bars and termination bars.

C. Wood nailers to be secured using annular-ring hot dipped galvanized nails, galvanized drywall screws, #14-10 Heavy Duty Roofing Fasteners, carriage bolts or expansion anchors.

D. Fasteners used to secure cover board to the wood deck to be #14-10 Heavy Duty Roofing Fasteners with CR-10 coating, a minimum shank diameter of 0.170" and a thread diameter of 0.125". Pressure plates to be 3" diameter Galvalume plates. Length, size and accessories to be as required by the EPDM membrane manufacturer selected.

PART 3 EXECUTION

3.01 PREPARATION OF SURFACES

A. Completely remove existing standing seam metal roofing, sheathing paper and ridge cap. Save the ridge cap to be re-used. Promptly remove from site and dispose of properly.

B. Surfaces on which the roofing system is to be applied shall be clean, smooth, dry, free of fins, rot, sharp edges, loose and foreign materials, oil and grease.

3.02 COVER BOARD

- A. Cover board shall be tightly butted with joints not more than 1/8" in width.
- B. Fasten cover board to the roof deck with the appropriate screws and plates. Fastener quantity and layout must meet the requirements of the PVC manufacturer.

3.03 ROOF MEMBRANE

- A. Adhere the PVC membrane to the 1/4" cover board in strict accordance with the manufacturer's specifications.
- B. Weld PVC ribs to new roof membrane at 20" on center. Form open tapered valleys as shown on attached drawings.

3.04 RIDGE CAP AND PVC CLAD METAL FLASHINGS

- A. Remove existing ridge cap; install new PVC roofing; and re-install existing ridge cap.
- B. Use PVC clad metal to create tie-in to the metal roofing. Form the new PVC clad metal as shown on the drawings. Set the new flashing in sealant tape. Nail the PVC clad metal to the plywood decking at 4" on center on the PVC side and use gasketed fasteners at 4" on center on the metal roofing side.

3.05 STEP CAP FLASHING

- A. Remove existing cap flashing. Cut new horizontal reglets to a minimum depth of 1-1/4". Secure new step cap flashing with lead wool plugs at 24" on center. Seal joint with NP1 by Sonneborn.

3.06 TEMPORARY WATER CUT-OFF

- A. Temporary water cut-offs are to be constructed at the end of each working day to protect the insulation, roofing, building and building interior from damage due to wind, snow and rain.
- B. Temporary water cut-offs are to be detailed by the contractor and approved by the manufacturer and Owner.

3.07 CLEAN UP

- A. Site clean-up shall be complete and to the satisfaction of the Owner.
- B. All roofs, building, landscape and parking areas shall be cleaned of all trash, debris and dirt caused by or associated with this work.
- C. Any areas stained, dirtied, discolored or otherwise damaged due to this work shall be cleaned, restored and replaced as required.
- D. All debris shall be removed from the premises promptly and the construction area left clean daily.

3.08 INSPECTION AND TESTING

THE OWNER RESERVES THE RIGHT TO INSPECT AND TEST ALL CONSTRUCTION OPERATIONS AND MATERIALS.

- A. Any defect or noncompliance discovered by inspection shall be reported to the contractor who shall promptly remove any defective material from the site.
- B. The Owner reserves the right to inspect the work or parts of it as he chooses. His failure to inspect the work in progress shall not relieve the contractor of the responsibility for properly executing the contracted work nor shall it impair the Owner's right to reject deficiencies he may

subsequently discover.

3.09 DIMENSIONS AND QUANTITIES

A. The roof plan was compiled from various sources and may not reflect the conditions at the time of construction.

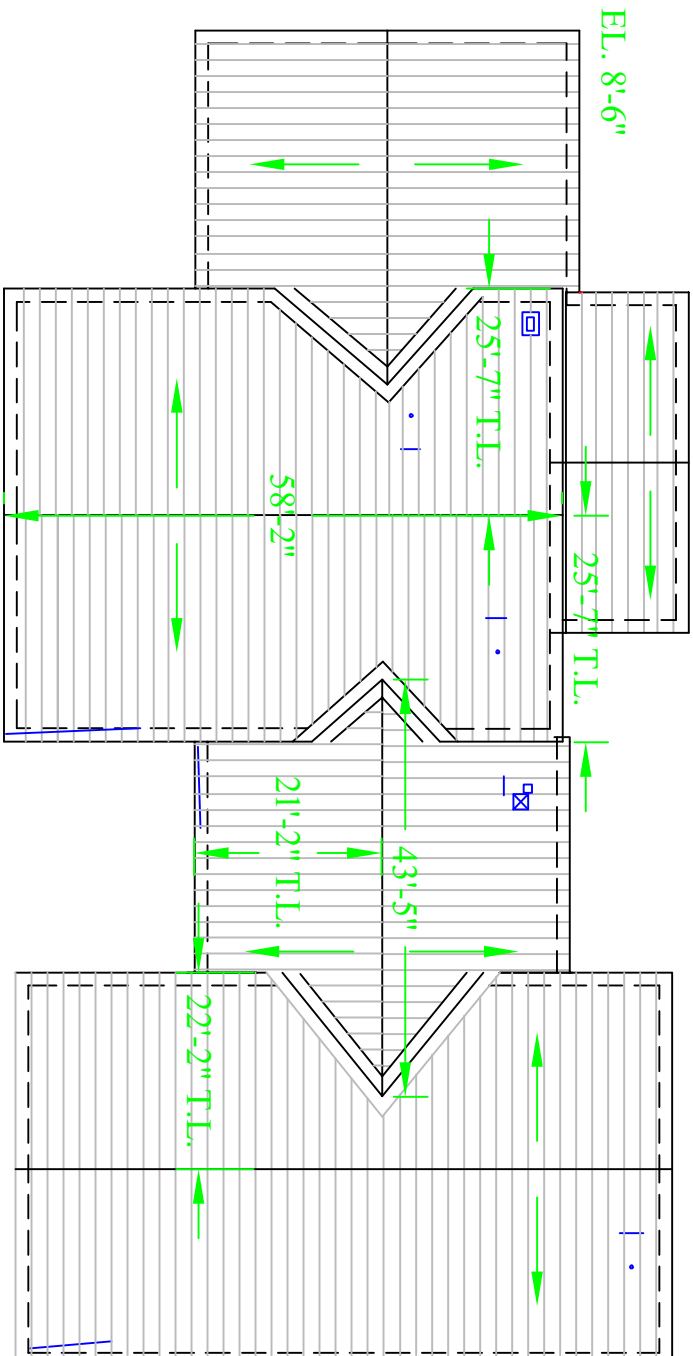
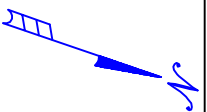
B. It is the contractor's responsibility to verify all dimensions prior to bidding.

PART 4 JOB CONDITIONS

A. Roofing to be applied in dry weather.

B. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration (OSHA). All work on this project must meet the requirements of all applicable state and local codes, laws and ordinances.

END OF SECTION



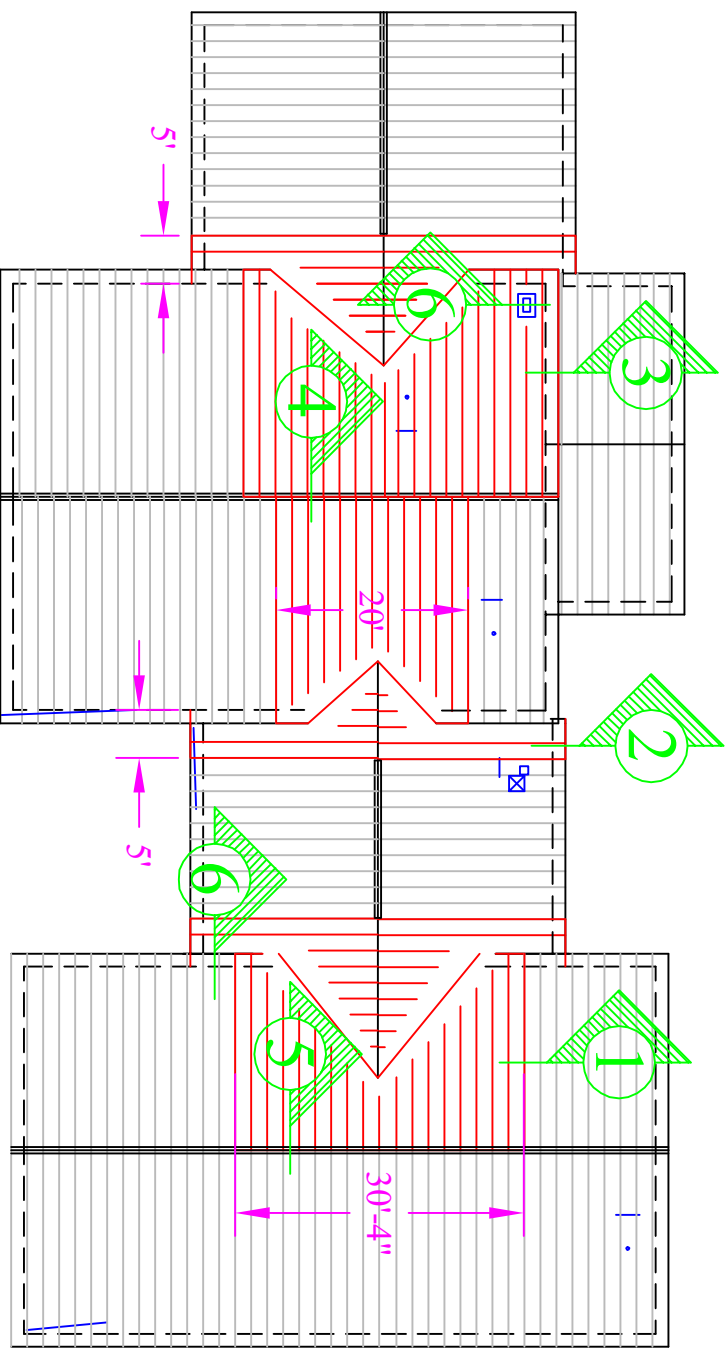
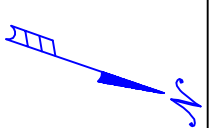
ALL ROOF SLOPES ARE 5/12

EXISTING ROOF SYSTEM:
STANDING SEAM METAL PANELS
SYNTHETIC UNDERLAYMENT
WOOD DECK

LEGEND:

- CURB
- SNOW GUARD
- PLUMBING VENT
- CHIMNEY

NORTH YARMOUTH FIRE AND RESCUE NORTH YARMOUTH, MAINE			
INDEPENDENT ROOF SERVICES POWNA, MAINE	SCALE: 1"=20'	DRAWN BY JLB	REVISED BY ...
TITLE: EXISTING ROOF PLAN			
DATE: 08-04-23	FILE NAME: NYFR	DRAWING#: R1	

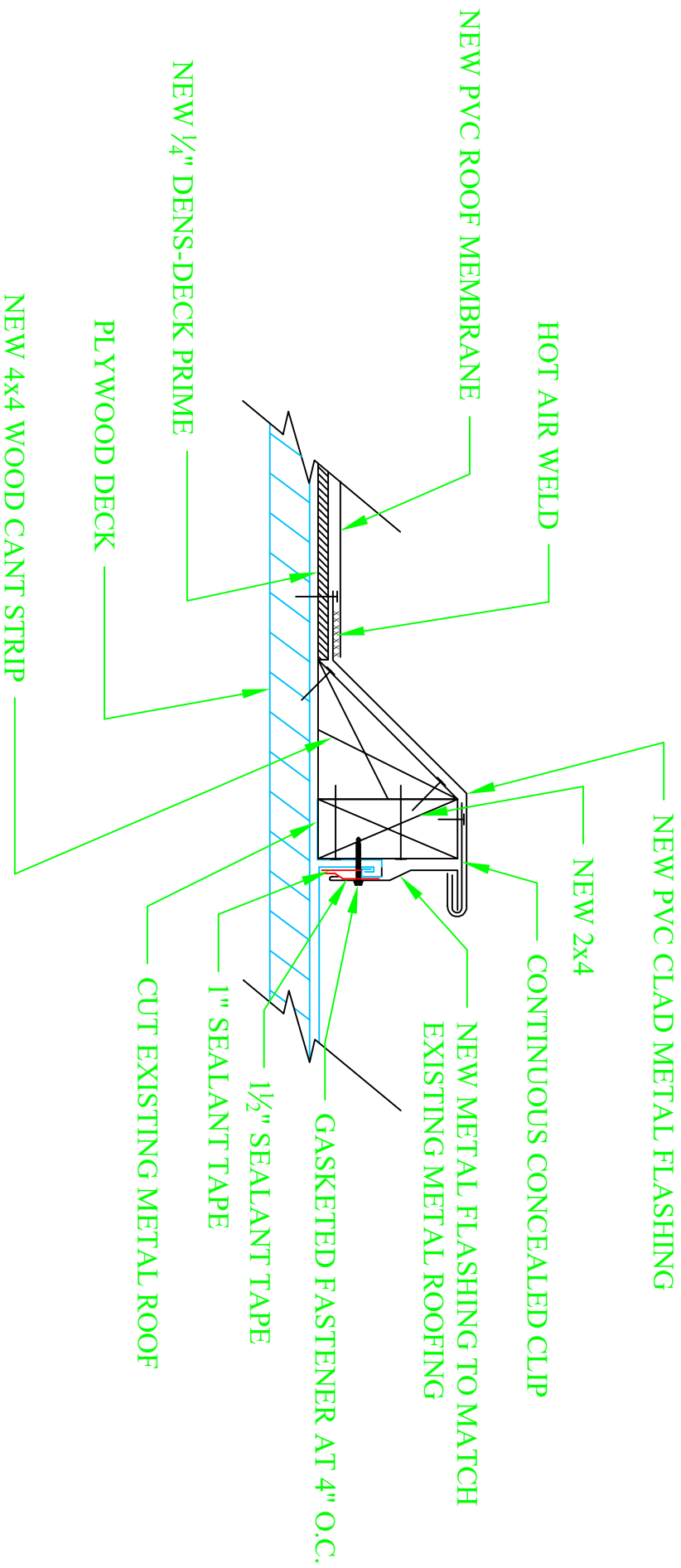


PROPOSED ROOF SYSTEM:
NEW PVC ROOF SYSTEM AT INDICATED AREAS
EXISTING STANDING STEAM METAL PANELS
EXISTING SYNTHETIC UNDERLAYMENT
EXISTING WOOD DECK

LEGEND:

- ☒ CURB
- SNOW GUARD
- PLUMBING VENT
- ☐ CHIMNEY

NORTH YARMOUTH FIRE AND RESCUE			
NORTH YARMOUTH, MAINE			
INDEPENDENT ROOF SERVICES POWNA, MAINE	SCALE: 1"=20'	DRAWN BY JLB	
TITLE: PROPOSED ROOF PLAN		REVISED BY ...	
DATE: 08-04-23	FILE NAME: NYFR	DRAWING#: R2	



NORTH YARMOUTH FIRE AND RESCUE
 NORTH YARMOUTH, MAINE

INDEPENDENT ROOF SERVICES
 POWNAL, MAINE

SCALE:
 3"=1'

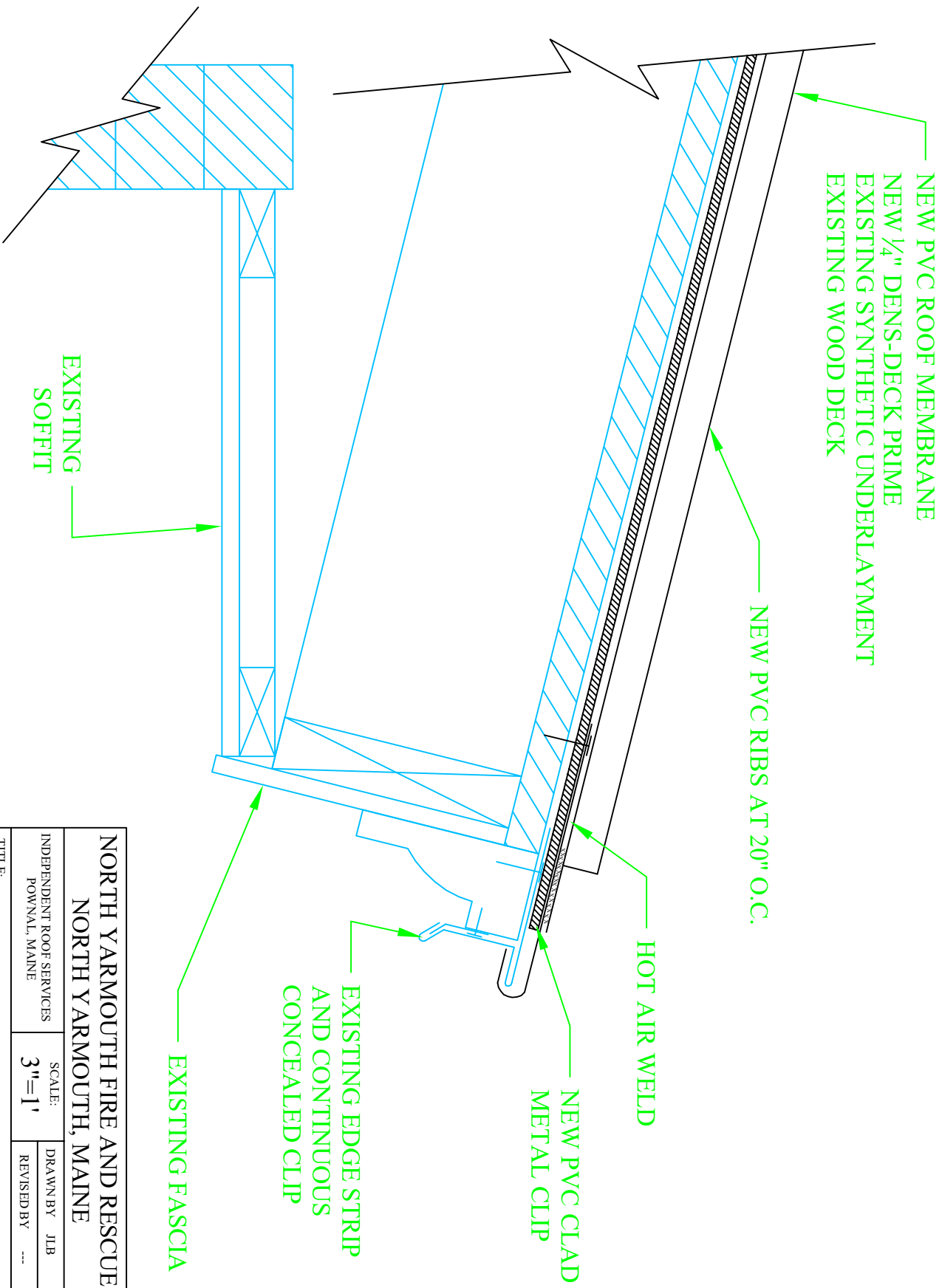
DRAWN BY JLB
 REVISED BY ...

TITLE:
 DETAIL 1

DATE:
 08-04-23

FILE NAME:
 NYFR

DRAWING#:
 R3



NEW PVC ROOF MEMBRANE
 NEW 1/4" DENS-DECK PRIME
 EXISTING SYNTHETIC UNDERLAYMENT
 EXISTING WOOD DECK

NEW PVC RIBS AT 20" O.C.

HOT AIR WELD

NEW PVC CLAD
 METAL CLIP

EXISTING EDGE STRIP
 AND CONTINUOUS
 CONCEALED CLIP

EXISTING FASCIA

EXISTING
 SOFFIT

NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

INDEPENDENT ROOF SERVICES
 POWNAL, MAINE

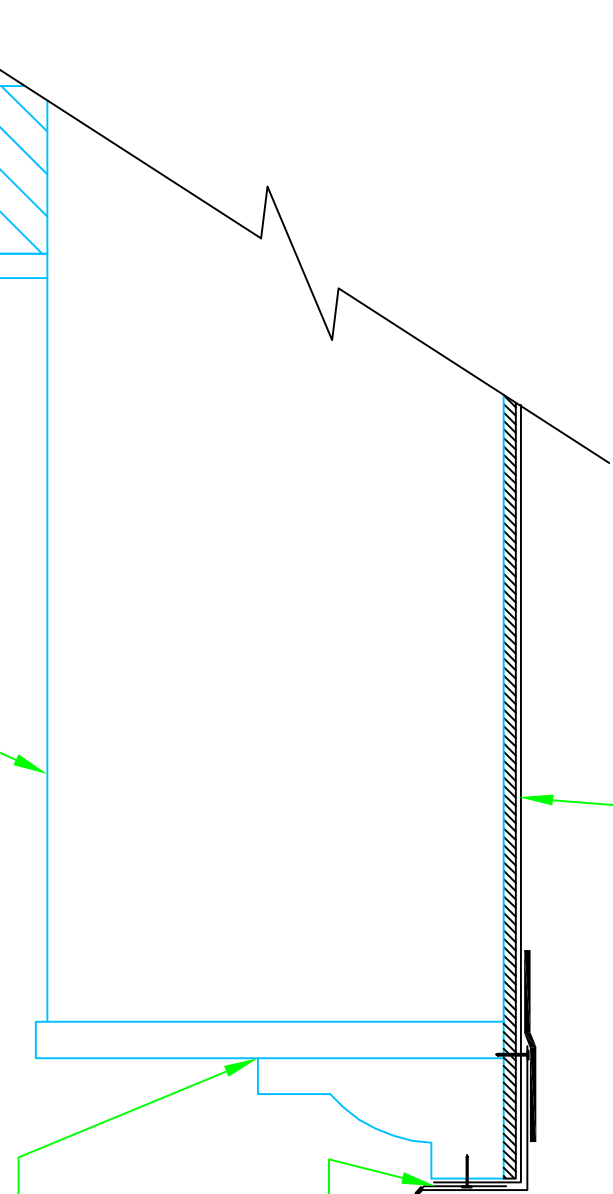
SCALE:
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DRAWN BY JLB
 REVISED BY ...

TITLE:
DETAIL 2

DATE: 08-04-23
 FILE NAME: NYFR
 DRAWING#: R4

NEW PVC ROOF MEMBRANE
 NEW 1/4" DENS-DECK PRIME
 EXISTING SYNTHETIC UNDERLAYMENT
 EXISTING WOOD DECK



NEW PVC CLAD METAL EDGE
 STRIP WITH CONTINUOUS
 CONCEALED CLIP

EXISTING FASCIA

EXISTING
 SOFFIT

NORTH YARMOUTH FIRE AND RESCUE
 NORTH YARMOUTH, MAINE

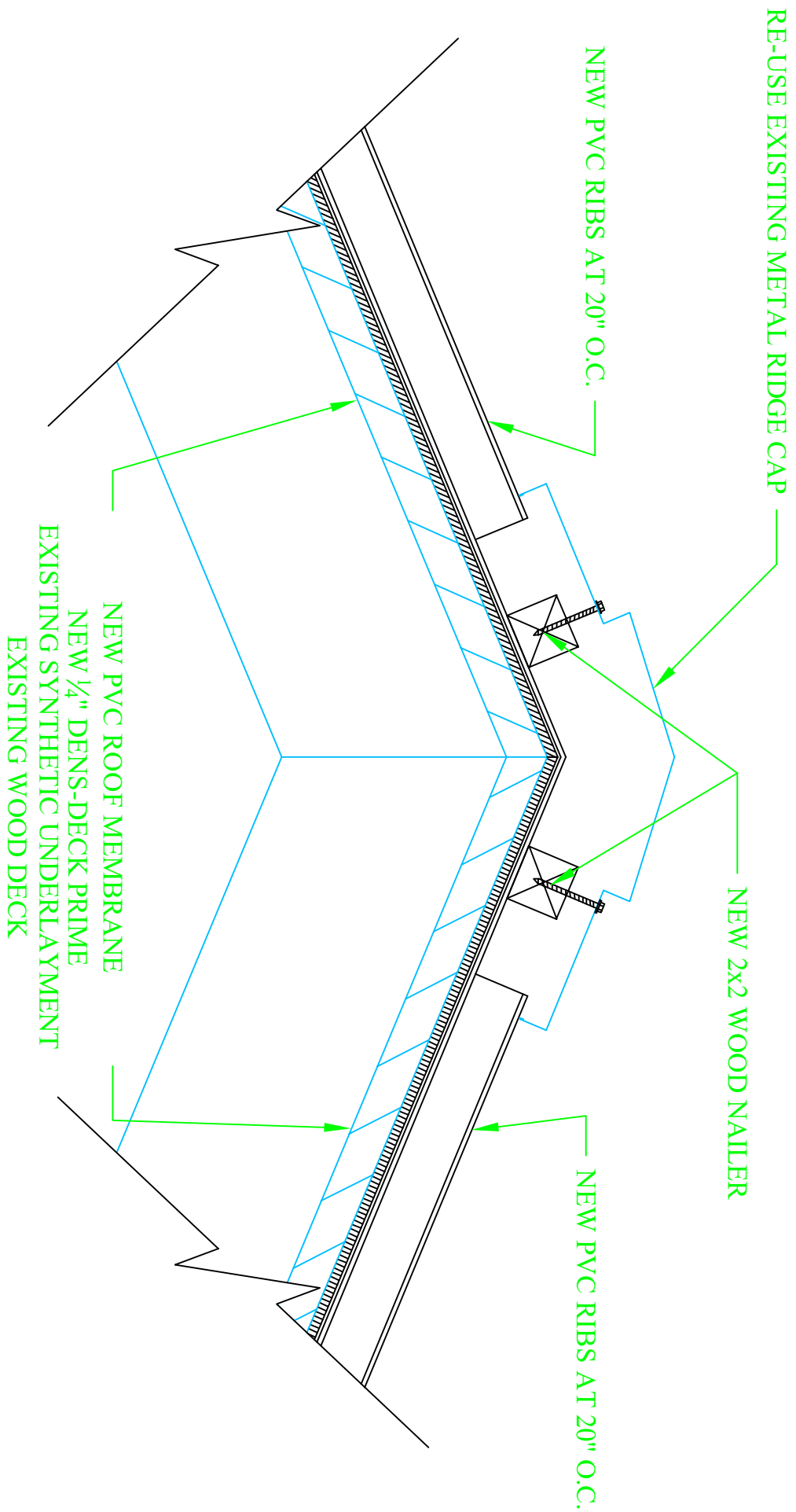
INDEPENDENT ROOF SERVICES
 POWNAL, MAINE

SCALE:
 3"=1'

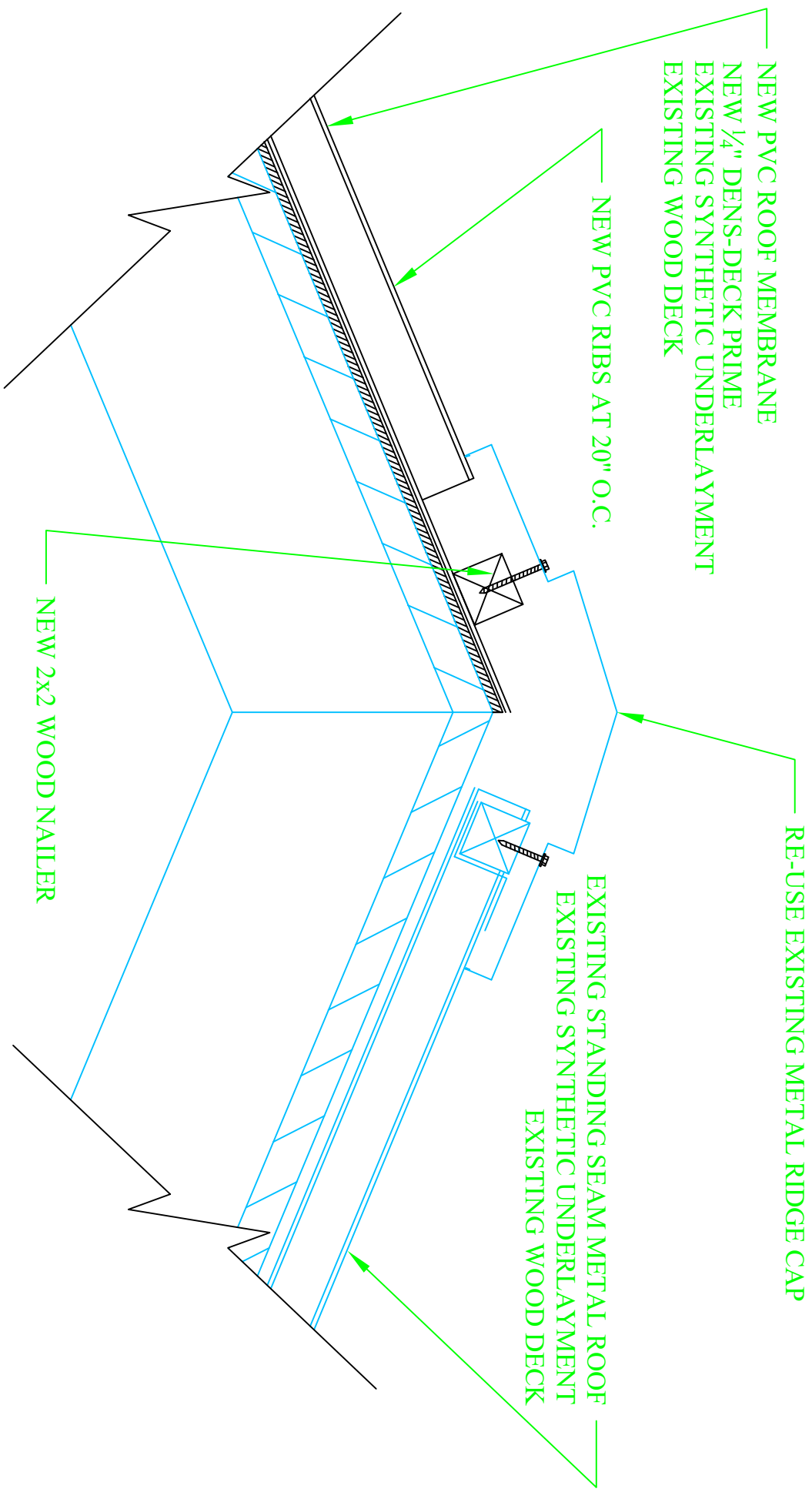
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 REVISED BY ...

TITLE:
 DETAIL 3

DATE: 08-04-23
 FILE NAME: NYFR
 DRAWING#: R5



NORTH YARMOUTH FIRE AND RESCUE			
NORTH YARMOUTH, MAINE			
INDEPENDENT ROOF SERVICES POWNAI, MAINE		SCALE: 3"=1'	DRAWN BY JLB
TITLE: DETAIL 4		REVISED BY ---	
DATE: 08-04-23	FILE NAME: NYFR	DRAWING#: R6	



NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE

INDEPENDENT ROOF SERVICES
 POWNAL, MAINE

SCALE:
 3"=1'

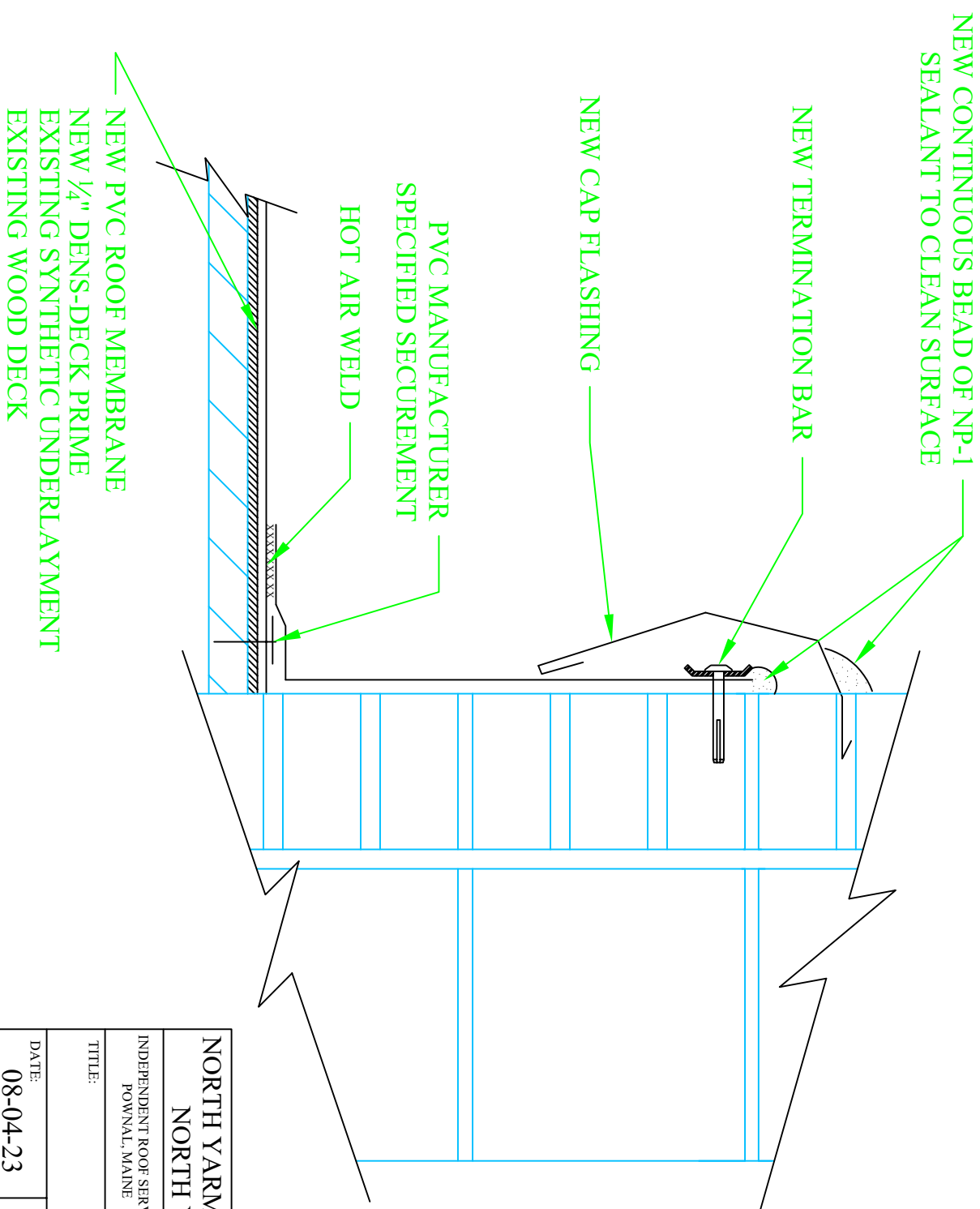
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TITLE:
DETAIL 5

DATE:
 08-04-23

FILE NAME:
 NYFR

DRAWING#:
R7



**NORTH YARMOUTH FIRE AND RESCUE
NORTH YARMOUTH, MAINE**

INDEPENDENT ROOF SERVICES
POWNAW, MAINE

SCALE:
3"=1'

DRAWN BY JLB
REVISED BY --

TITLE:
DETAIL 6

DATE: **08-04-23**

FILE NAME: NYFR

DRAWING#: **R8**