

Addendum #4

Camp Keyes Reutilization Project - Buildings 6, 7, & 8, Augusta, Maine

DFE Project No. 23SR18-458-D & 23SR18-456-D, BREM Project No. 2916

Directorate of Facilities Engineering

29 January 2019

Note: This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated 28 December 2018. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. It shall be the responsibility of the Contractors to notify all subcontractors and suppliers they propose to use for the various parts of the Work, of any changes or modifications contained in the Addendums.

Clarification Items:

1. Questions asked by the bidders:
 - a. The specifications issued with the bid package has the Testing and Balancing under Division 23, Section 23 05 93 -the responsibility of the mechanical contractor. Addendum no. 3 has the Testing and Balancing under specification section 01 00 00 employed by the owner with the contractor paying for the costs of the service. If you want the owner to employ the TAB services, I suggest that an allowance be agreed to so that all contractors can carry the same dollar amount in their bids. How do you want us to carry the Testing and Balancing?
Specification section 01 00 00, Part 3.04 has been deleted.
 - b. Considering the large addendum issued yesterday 1/28/19 will you consider extending the bid date?
Yes. The bid date has been extended to 2:00 p.m. on 5 February 2019.
 - c. Will the bid question deadline be extended?
No. The deadline for bid questions expired at 2:00 PM on 24 January 2019.
 - d. In accordance with Division 25 00 00. Section 1.12 C, item #6. Can XL Automation be listed as an acceptable and Pre-Vetted Controls Contractor?
Yes, it is agreed that XL Automation meets all of the Contractor requirements listed in specification section 25 00 00, Part 1.12 C, Items 1-7 and will be listed as an acceptable controls contractor for this project.
 - e. Is the intent for the control work specified in building 8 under specification section 23 09 93 be stand alone non-DDC controls provided by the Mechanical Contractor?
Yes. The mechanical contractor or a controls contractor can provide stand-alone non-DDC controls that meet the intended sequences found in 23 09 93.

Specification Items – Building 6 Package:

1. **Remove** Section 01 00 00, in its entirety, and **insert** enclosed revised Section 01 00 00. Part 3.04 has been deleted.

Specification Items – Building 7 Package:

1. **Remove** Section 01 00 00, in its entirety, and **insert** enclosed revised Section 01 00 00. Part 3.04 has been deleted.

Specification Items – Building 8 Package:

1. **Remove** Section 01 00 00, in its entirety, and **insert** enclosed revised Section 01 00 00. Part 3.04 has been deleted.

Drawing Items –General:

1. Not Used.

END OF ADDENDUM #4

SECTION 01 00 00

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 CONTRACT REQUIREMENTS

A. Scope of Work

1. The Work of the Contract includes *demolition of Camp Keyes Building 6 as defined by the drawings and specifications titled "Building 6 Demolition"*.

B. Contract Method

1. Basis of award of this Contract will be in accordance with Section 1 Instructions to Bidder, Paragraph 2.
2. Contract type: State of Maine – Bureau of Real Estate Management (BREM), Construction Contract, Section 00 52 13.
3. The project will be constructed under a single lump sum contract.

C. Work Sequence

1. Work of the Contract and related provisions are as described in the Contract Documents.

D. Contractor Use of Premises

1. Work of this Contract includes coordinating the work with the daily operations of the Owner.
2. Limit use of premises for Work and construction operations only, allow for Owner occupancy, work by other Contractors, and public access.
3. Federal Holiday Schedule. The Contractor may not work on Federal Holidays.
4. Limit access to Owner's site, hours of operations are 7:00 A.M. - 4:00 P.M. If Contractor would like to work on a federal or state holiday he/she must request permission from Owner three working days in advance. The Owner reserves the right to accept or reject Contractor's request.
5. The Contractor must work with each organization to gain access to certain areas throughout the building. When the Contractor needs to gain access to certain areas, he must notify each organization seven working days in advance.
6. Coordinate use of premises under direction of Owner.

7. The Contractor shall be responsible for his/her security in Construction Area until substantial completion. The contractor shall coordinate security of Building with Owner.

E. Owner Occupancy

1. Owner will occupy surrounding areas during entire period of construction, to conduct Owner's normal operations. The Contractor shall cooperate with Owner to minimize conflict to the Owner's operations.

F. Owner-furnished Products: Not Used

G. Schedule of Allowances: Not Used

H. Additive Alternate: Not Used

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit four (4) copies of each application under procedures of 00 72 13 Section 32, on "Requisition for Payment", Form B.G.S. 17-A-61, revised 29 Feb. 08.

K. Coordination:

1. Work of this Contract includes coordination of the entire Work of the Project.
2. The Contractor shall obtain and pay for all necessary construction/building permits. The Contractor shall send (two) copies of all permits to the Owner.
3. Coordinate work with all utilities. Interruption of services shall be coordinated with an appropriate official at the facility to minimize the disruption of operations within the facility.
4. Notify the DFE Project Manager at least three days in advance of the need to move furnishings, equipment, materials, etc. from areas to be affected by the construction.
5. Control on-site activities to minimize the disruption of the occupants.
6. Coordinate the work of equipment and material suppliers and subcontractors.
7. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
8. Maintain the project site in a neat condition.
9. Assist the Owner during periodic site visits and in the review of construction.

10. Maintain up to date progress records and as-built drawings.

L. CONFLICTS

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.

M. Field Engineering

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain a Building Permit from the **City of Augusta**.

N. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.02 SCHEDULING AND PHASING OF WORK

A. Substantial Completion: Work of the Contract must be Substantially Completed by **31 March 2020** so that the Owner can have full use of interior space.

1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less bituminous pavement, and only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

- B. Final Completion of all Work of this Contract shall be by 30 June 2020.
 - 1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no “punch list” items open, and is ready for final payment.
- C. The expiration date of this Contract is 31 December 2020.
 - 1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
 - 1. The Owner's business operations must continue throughout the entire construction period.
 - 2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
 - 3. Applicable egress codes must be complied with during the construction period. In particular, building entrances and exit ways must be kept open at all times.

1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.

1.04 PROJECT MEETINGS

- A. Requirements:

- 1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.

- B. Pre-construction Conference

- 1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

- C. Progress Meetings

1. The Contractor shall schedule and administer Project meetings throughout progress of the Work, called meetings, and pre-installation conferences.
2. The Contractor shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Owner, participants, and those affected by decisions made at meetings.
3. Attendance: Job superintendent, major Subcontractors and suppliers, Owner and those appropriate to agenda topics for each meeting.
4. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.05 SUBMITTALS

A. Procedures

1. In all submittals always refer to project number **23SR18-458-D**.
2. Refer to schedule of Contractor Deliverables provided by Owner/Designer.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: mdaigle@cordjiacpg.com

Owner: robert.w.gurney3.nfg@mail.mil

5. Submittals can be delivered in paper form. Deliver copies of submittals to Designer for approval at the address below:

Cordjia Capital Projects Group
Attn: Mitch Daigle
16 Tannery Ln #23
Camden, ME 04843

And one (1) copy to the Owner for review:

Directorate of Facilities Engineering
194 Winthrop Street
BLDG 8, Camp Keyes – ATTN: Bob Gurney
Augusta, ME 04330

6. Submittal Sheets:
 - a. Transmit each item under “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certificates of Compliance” located at the end of this Section;
 - b. Identify Project, Contractor, Subcontractor, major supplier;
 - c. Identify drawing sheet and detail number, and Specification Section number, as appropriate;
 - d. Identify deviations from Contract Documents.
7. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
8. DESIGNER shall have 14 calendar days for review of submittals.
9. After **DESIGNER** review of submittal, revise and resubmit as required identifying changes made since previous submittal.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

B. Quality Assurance; Substitutions, in accordance with Section 01 00 00, para. 1.08 (E).

C. Construction Progress Schedule

1. Submit an Initial Progress Schedule in duplicate. See 1.02.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
2. The Contractor shall submit six (6) copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.
3. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within ten (20) working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by OWNER revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.

2. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must/may be required to have a prior approved Department background check before being allowed into the facility. The Contractor shall supply a list of people who may be either involved in the work effort or present at the facility to the Agreement Administrator with-in two weeks after the award of the contract or two weeks prior to the beginning of the contract whichever comes first. The list will include first name, middle initial, last name, date of birth, maiden name (s) for each person. The Department retains the right to screen and restrict from the facility personal employed by or represents the provider who do not receive a satisfactory/passing background check.
3. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must have a prior approved Department background check before being allowed into the facility.
4. THE DEPARTMENT WILL PROVIDE TO THE CONTRACTOR THE NAMES OF THOSE PERSONNEL THAT ARE ACCEPTABLE FOR ACCESS, AND THOSE THAT ARE NOT ACCEPTABLE FOR UNESCORTED ACCESS INTO OUR FACILITIES. DEPARTMENT WILL NOT BE LEGALLY ALLOWED TO SHARE ANY SPECIFICS REGARDING WHY CERTAIN PERSONNEL ARE CONSIDERED UNACCEPTABLE FOR ACCESS
5. Disqualified Persons: Persons will be automatically disqualified if their background checks show they were convicted or currently charged with a crime that is punishable by an imprisonment for a term of one year or more, or found not criminally responsible of committing a crime that is punishable by an imprisonment for a term of one year or more.
6. Persons may be disqualified for convictions and associated criminal behavior defined in M.R.S. Title 17-A, Maine Criminal Code, equivalent violations in other states, and federal law.
7. Exemptions to the above provisions may be authorized by SFC John Knoblach or designee Security Officer.
8. Example of Requirement:

Company	First Name	Middle Initial	Last Name	Date of Birth (MM/DD/YYYY)	Maiden Name 1	Location(s) Working
	John	T	Smith	01/01/1970		
	Jane	P	Brown	07/07/1971	Baker	
Person 1						
Person 2						
Person 3						

1.06 QUALITY CONTROL

A. Quality Control, General

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Workmanship

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform work by persons qualified to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

C. Manufacturers' Instructions

1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Manufacturers' Certificates

1. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products that meet or exceed specified requirements.

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

1. All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company
2. The Contractor shall be allowed to hook to existing electrical panel in building, for temporary power. The Contractor will not disrupt power at building. The Owner will only pay for cost of electricity.
3. The Contractor shall provide all temporary electrical panels.
4. The Contractor shall be responsible to fix any damages, caused by modifications for temporary services.

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

1. The Contractor shall provide temporary heat and equipment in interior spaces:

- a. The Contractor shall not use electrical heating units if the Owner is supplying electrical power to the Contractor.
 - b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
 3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
 4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
 5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the permanent heat distribution system for temporary heat.
 - b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heat distribution system on a temporary basis.
 6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
 7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Water

1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction [large amounts of water].

E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.

F. Barriers

1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

G. The Contractor will provide:

1. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
2. His/her own on-site telephone, if so required for the conduct of his/her business.
3. Protected storage, if necessary.
4. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

H. Protection and Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

I. Security

1. Provide security program and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

J. Water Control

Not Used

K. Cleaning during Construction

1. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - a. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - b. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - c. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
2. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
3. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
4. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

1.08 MATERIAL AND EQUIPMENT

A. Products

1. Products include material, equipment, and systems.
2. Comply with Specifications and referenced standards as minimum requirements.

3. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
4. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.
5. ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED, materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

B. Transportation and Handling

1. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

D. Products List

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 7 days prior to bid date for review. Any substitutions not submitted 7 days prior to bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:

- a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Waives claims for additional costs, which may subsequently become apparent.
5. The DESIGNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

1.09 CONTRACT CLOSEOUT

A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.
2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.
3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date.

The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.

6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed in accordance with paragraph 1.02. For each calendar day the project remains uncompleted **\$1,500.00 per day beyond the completion date.**

B. Final Cleaning

1. Execute prior to final inspection.
2. Clean site; sweep hard surfaced areas, rake clean other surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Owner will be responsible for cleaning after acceptance.

C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.
3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3.02 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation before start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report stating the equipment or system has been properly installed and is functioning correctly.

3.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks before date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

- E. Required instruction time for each item of equipment and system is specified in individual sections.

3.04 Not used.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda and modifications.

F. Red-Line Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish main floor datum.
2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

3.07 OPERATION AND MAINTENANCE DATA

A. Submittal Requirements:

1. Submit three (3) copies of data on 8-1/2 x 11-inch (A4) pages, bound in three (3) separate D side ring binders with durable plastic covers.
2. **Contractor shall provide the O&M Manual in electronic form on CD/DVD.** All sections of the electronic form of the O&M Manual shall be **searchable**, excluding drawings and warranties. Every effort should be made to have the "Technical Data" section searchable as well, with the understanding this may not be possible in some instances.
3. Prepare binder cover with printed title "OPERATION AND MAINTENANCE", title of project, location, project number, and subject matter of binder when multiple binders are required. A spine label with same information should also be provided.
4. Subdivide each binder's contents with permanent page dividers, logically organized, with tab titles clearly printed. Tabs should be organized and titled based on the Table of Contents.

B. Manual Submission

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
3. Submit one copy of completed volumes 15 days before final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required before final submission.
4. Submit two sets of revised final volumes in final form within 10 days after Receipt from Owner.

C. Contents

1. Project Summary: The first page in binder should include a paragraph describing the Project followed by a Contact List. The Contact List is to include DFE Project Manager name along with company name, contact name, address, and telephone number for the Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Drawings: Provide reduced copies of each plan printed on 11 x 17 pages and insert them after the Project Summary page. Also provide a CD/DVD in the back of each binder containing Record Drawing files in both Adobe PDF and AutoCAD Release 2009 format. AutoCAD drawings shall be delivered as stand-alone without X-references. If Drawing originally had X-references, Bind them using the Insert option and do not explode inserted block. The Architect shall also provide the AutoCAD Plot Style (CTB file) used for the drawings along with any and all images used within the drawings.
3. Table of Contents: Provide a Table of Contents(TOC) for the binder and place behind the reduced plans. If multiple binders are necessary, include a TOC for the entire submission, then a TOC for the individual binder. TOC should be a listing of all products or systems and the 6 required components below each.
4. Product/System Components: Provide the following information for each product and/or system. Provide additional requirements as specified in individual product specification sections.
 - a. OVERVIEW and INFORMATION:
 - i. Equipment Register: equipment description, model number(s), date of installation, installer w/contact info, supplier w/contact info, manufacturer w/contact info, warranty date, warranty details, estimated life / useful life.

- ii. Description of Complete Installation: A general description of the installation to provide a general understanding of the equipment and its operation.
 - iii. Specific System Description: A technical description of each system of the installation, written to ensure it can be clearly understood by persons not familiar with the installation.
 - iv. Performance Data: Technically description of the mode of operation of each system provided. This section provides functionality details.
 - v. When applicable, include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- b. OPERATIONS:
- i. Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, provide a precise and concise description of the operation procedure in plain English.
 - ii. Safe start-up, break-in, routine operation, shut-down, and emergency operations for the equipment installed including a logical step-by-step sequence of instructions for each procedure. Include summer, winter and special operating instructions.
 - iii. List of all limiting conditions for equipment.
 - iv. Control Sequence and flow diagrams for the system installed.
 - v. A legend for color-coded services. A legend of the symbols used on the drawings, unless included on the drawings.
 - vi. Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.
- c. MAINTENANCE
- i. Emergency procedures, including telephone numbers for emergency services, and procedures for fault-finding.
 - ii. Manufacturers' technical literature, as appropriate. Include original manufacturers' parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - iii. Detailed recommendations for the frequency of performance of routine maintenance tasks
 - iv. List of procedures and tasks associated with preventative (routine) maintenance.
 - v. Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment, inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
 - vi. Include summer, winter and special maintenance instructions.
 - vii. Maintenance Schedule: schedule of the frequency of the required or recommended maintenance, testing and inspection for each type of equipment. The schedule is to include weekly and monthly attendance times.
 - viii. Installation and dismantling instructions: Instructions for the proper installation and dismantling of the equipment.
 - ix. Spares and Consumables:

1. Schedule of spares (including bearings) with an expected operating life less than 40,000 hours. Include expected replacement frequency, item label manufacturer name, address, and telephone number, catalogue number name and address of local distributor.
2. Schedule of Consumable Items (oil, grease, belts, bearings) to be used during servicing.
3. Furnish spare parts, consumable items, and extra products in quantities specified in individual specification sections and/or as recommended by manufacturer or requested by Owner. Deliver to project site and place in location as directed by Owner; obtain receipt before final payment.

d. TECHNICAL DATA

- i. Manufacturers' technical literature assembled specifically for the project and **excluding irrelevant matter.**
- ii. Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations, as required, to identify and changes to the manufacturers' data or to illustrate the function of each component in the installation.
- iii. Provide performance curves and engineering data
- iv. Include control diagrams by controls manufacturer as installed.
- v. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- vi. Shop drawings

e. WARRANTIES

- i. Provide originals of Manufacturers' warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work
- ii. All Guarantees
- iii. Certificates of compliance for all electrical and plumbing works, where applicable.
- iv. If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.

f. COMMISSIONING REPORTS

- i. Air and water balance reports
- ii. Include test and balancing reports as specified in Section 01 91 00.
- iii. Records of test results
- iv. Records of Commissioning Data

3.08 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- B. Verify documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Submit before final Application for Payment.

E. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO			
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor.)										
TO:			FROM:			DFE PROJECT NUMBER		CHECK ONE: <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____		
SPECIFICATION SEC NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION:							
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE		
				SPEC PARA NO.	DRAWING SHEET NO.					
a.	b.	c.	d.	e.	f.	g.	h.	i.		
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated. _____ SIGNATURE OF THE CONTRACTOR NAME:					
SECTION II – APPROVAL ACTION										
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the DFE Project Number, will form a serial number for identifying each submittal. For example: 23SR10-470-D-T1
3. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. A separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column (Section I, Column h) when a submittal is not in accordance with the plans and specifications. Also, a written statement to that effect shall be included in the space provided for "Remarks".
7. The form is a self-transmittal, i.e. letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in Section I, Column c.
9. Directorate of Facilities Engineering approving authority will assign action codes as indicated below in space provided in Section I, Column i to each item submitted. In addition, they will ensure enclosures are indicated and attached to the form prior to return to the Contractor. The Contractor will assign action codes as indicated below in Section I, Column g to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

FX – Receipt acknowledged, does not comply as noted with contract requirements.

G – Other (Specify)

10. Approval of items does not relieve the Contractor from complying with all the requirements of the contract plans and specifications.

Attachment A
Certificate of Substantial Completion

Contractor: _____ Project: _____

Description of Work Being Accepted:

This Certificate of Substantial Completion is for all/portion of the Contract.

We, the DFE Project Manager and General Contractor, certify that:

- This facility, or the integral parts of this facility noted above, has/have been substantially completed according to the Contract Documents and all modifications to the same, as of _____ (date). The contractor and manufacturer's warranties shall be effective as of the date of substantial completion.
- All remaining work is as noted on the attached list(s).
- Contractor is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be a result of failure to adhere to plans and specifications (to include change orders).
- The Owner is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be outside the scope of work of the contract or not the responsibility of the Contractor.
- The contractor shall complete all work and submittals as required by the Contract Documents.

Printed Name (DFE Project Manager)	SIGNATURE	DATE
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Printed Name (General Contractor)	SIGNATURE	DATE
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SECTION 01 00 00

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 CONTRACT REQUIREMENTS

A. Scope of Work

1. The Work of the Contract includes *interior renovation of Camp Keyes Building 7 as defined by the drawings and specifications titled "Building 7 Renovations"*.

B. Contract Method

1. Basis of award of this Contract will be in accordance with Section 1 Instructions to Bidder, Paragraph 2.
2. Contract type: State of Maine – Bureau of Real Estate Management (BREM), Construction Contract, Section 00 52 13.
3. The project will be constructed under a single lump sum contract.

C. Work Sequence

1. Work of the Contract and related provisions are as described in the Contract Documents.

D. Contractor Use of Premises

1. Work of this Contract includes coordinating the work with the daily operations of the Owner.
2. Limit use of premises for Work and construction operations only, allow for Owner occupancy, work by other Contractors, and public access.
3. Federal Holiday Schedule. The Contractor may not work on Federal Holidays.
4. Limit access to Owner's site, hours of operations are 7:00 A.M. - 4:00 P.M. If Contractor would like to work on a federal or state holiday he/she must request permission from Owner three working days in advance. The Owner reserves the right to accept or reject Contractor's request.
5. The Contractor must work with each organization to gain access to certain areas throughout the building. When the Contractor needs to gain access to certain areas, he must notify each organization seven working days in advance.
6. Coordinate use of premises under direction of Owner.

7. The Contractor shall be responsible for his/her security in Construction Area until substantial completion. The contractor shall coordinate security of Building with Owner.

E. Owner Occupancy

1. Owner will occupy surrounding areas during entire period of construction, to conduct Owner's normal operations. The Contractor shall cooperate with Owner to minimize conflict to the Owner's operations.

F. Owner-furnished Products: Not Used

G. Schedule of Allowances: Not Used

H. Additive Alternate: Alternate #1 is for all work related to the construction of Stair #6 within Building No. 7 in its entirety. This includes structure removals, new stair structure and rated walls, new doors, new caging, new light fixtures and exterior concrete pad and paved ramp.

Alternate #2 is for all work related to the Building 7 annex latrines fixtures and finishes upgrades as shown on the plans.

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit four (4) copies of each application under procedures of 00 72 13 Section 32, on "Requisition for Payment", Form B.G.S. 17-A-61, revised 29 Feb. 08.

K. Coordination:

1. Work of this Contract includes coordination of the entire Work of the Project.
2. The Contractor shall obtain and pay for all necessary construction/building permits. The Contractor shall send (two) copies of all permits to the Owner.
3. Coordinate work with all utilities. Interruption of services shall be coordinated with an appropriate official at the facility to minimize the disruption of operations within the facility.
4. Notify the DFE Project Manager at least three days in advance of the need to move furnishings, equipment, materials, etc. from areas to be affected by the construction.
5. Control on-site activities to minimize the disruption of the occupants.
6. Coordinate the work of equipment and material suppliers and subcontractors.

7. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
8. Maintain the project site in a neat condition.
9. Assist the Owner during periodic site visits and in the review of construction.
10. Maintain up to date progress records and as-built drawings.

L. CONFLICTS

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.

M. Field Engineering

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain a Building Permit from the **City of Augusta**.

N. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.02 SCHEDULING AND PHASING OF WORK

A. Substantial Completion: Work of the Contract must be Substantially Completed by **31 March 2020** so that the Owner can have full use of interior space.

1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less bituminous pavement, and only minor

corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

- B. Final Completion of all Work of this Contract shall be by **30 June 2020**.
 - 1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open, and is ready for final payment.
- C. The expiration date of this Contract is **31 December 2020**.
 - 1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
 - 1. The Owner's business operations must continue throughout the entire construction period.
 - 2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
 - 3. Applicable egress codes must be complied with during the construction period. In particular, building entrances and exit ways must be kept open at all times.

1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.

1.04 PROJECT MEETINGS

- A. Requirements:
 - 1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.

B. Pre-construction Conference

1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

C. Progress Meetings

1. The Contractor shall schedule and administer Project meetings throughout progress of the Work, called meetings, and pre-installation conferences.
2. The Contractor shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Owner, participants, and those affected by decisions made at meetings.
3. Attendance: Job superintendent, major Subcontractors and suppliers, Owner and those appropriate to agenda topics for each meeting.
4. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.05 SUBMITTALS

A. Procedures

1. In all submittals always refer to project number 23SR18-458-D.
2. Refer to schedule of Contractor Deliverables provided by Owner/Designer.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: mdaigle@cordjiacpg.com

Owner: robert.w.gurney3.nfg@mail.mil

5. Submittals can be delivered in paper form. Deliver copies of submittals to Designer for approval at the address below:

Cordjia Capital Projects Group
Attn: Mitch Daigle
16 Tannery Ln #23
Camden, ME 04843

And one (1) copy to the Owner for review:

Directorate of Facilities Engineering
194 Winthrop Street
BLDG 8, Camp Keyes – ATTN: Bob Gurney
Augusta, ME 04330

6. Submittal Sheets:

- a. Transmit each item under “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certificates of Compliance” located at the end of this Section;
 - b. Identify Project, Contractor, Subcontractor, major supplier;
 - c. Identify drawing sheet and detail number, and Specification Section number, as appropriate;
 - d. Identify deviations from Contract Documents.
7. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
8. DESIGNER shall have 14 calendar days for review of submittals.
9. After **DESIGNER** review of submittal, revise and resubmit as required identifying changes made since previous submittal.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

B. Quality Assurance; Substitutions, in accordance with Section 01 00 00, para. 1.08 (E).

C. Construction Progress Schedule

1. Submit an Initial Progress Schedule in duplicate. See 1.02.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
2. The Contractor shall submit six (6) copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.
3. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within ten (20) working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by OWNER revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.

K. Background Check Requirements:

1. **A contact name and number for each of the contractor's employees who will be or expects to be working in the facility must be up to date at all times.**
2. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must/may be required to have a prior approved Department background check before being allowed into the facility. The Contractor shall supply a list of people who may be either involved in the work effort or present at the facility to the Agreement Administrator with-in two weeks after the award of the contract or two weeks prior to the beginning of the contract whichever comes first. The list will include first name, middle initial, last name, date of birth, maiden name (s) for each person. The Department retains the right to screen and restrict from the facility personal employed by or represents the provider who do not receive a satisfactory/passing background check.
3. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must have a prior approved Department background check before being allowed into the facility.
4. THE DEPARTMENT WILL PROVIDE TO THE CONTRACTOR THE NAMES OF THOSE PERSONNEL THAT ARE ACCEPTABLE FOR ACCESS, AND THOSE THAT ARE NOT ACCEPTABLE FOR UNESCORTED ACCESS INTO OUR FACILITIES. DEPARTMENT WILL NOT BE LEGALLY ALLOWED TO SHARE ANY SPECIFICS REGARDING WHY CERTAIN PERSONNEL ARE CONSIDERED UNACCEPTABLE FOR ACCESS
5. Disqualified Persons: Persons will be automatically disqualified if their background checks show they were convicted or currently charged with a crime that is punishable by an imprisonment for a term of one year or more, or found not criminally responsible of committing a crime that is punishable by an imprisonment for a term of one year or more.
6. Persons may be disqualified for convictions and associated criminal behavior defined in M.R.S. Title 17-A, Maine Criminal Code, equivalent violations in other states, and federal law.
7. Exemptions to the above provisions may be authorized by SFC John Knoblach or designee Security Officer.
8. Example of Requirement:

Company	First Name	Middle Initial	Last Name	Date of Birth (MM/DD/YYYY)	Maiden Name 1	Location(s) Working
	John	T	Smith	01/01/1970		
	Jane	P	Brown	07/07/1971	Baker	
Person 1						
Person 2						

Person 3						
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1.06 QUALITY CONTROL

A. Quality Control, General

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Workmanship

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform work by persons qualified to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

C. Manufacturers' Instructions

1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Manufacturers' Certificates

1. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products that meet or exceed specified requirements.

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

1. All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company
2. The Contractor shall be allowed to hook to existing electrical panel in building, for temporary power. The Contractor will not disrupt power at building. The Owner will only pay for cost of electricity.
3. The Contractor shall provide all temporary electrical panels.
4. The Contractor shall be responsible to fix any damages, caused by modifications for temporary services.

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

1. The Contractor shall provide temporary heat and equipment in interior spaces:
 - a. The Contractor shall not use electrical heating units if the Owner is supplying electrical power to the Contractor.
 - b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the permanent heat distribution system for temporary heat.
 - b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heat distribution system on a temporary basis.
6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Water

1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction [large amounts of water].

E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.

F. Barriers

1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

G. The Contractor will provide:

1. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
2. His/her own on-site telephone, if so required for the conduct of his/her business.
3. Protected storage, if necessary.
4. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

H. Protection and Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

I. Security

1. Provide security program and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

J. Water Control Not Used

K. Cleaning during Construction

1. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - a. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - b. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - c. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
2. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
3. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
4. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

1.08 MATERIAL AND EQUIPMENT

A. Products

1. Products include material, equipment, and systems.
2. Comply with Specifications and referenced standards as minimum requirements.
3. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
4. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.
5. ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED, materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

B. Transportation and Handling

1. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

D. Products List

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 7 days prior to bid date for review. Any substitutions not submitted 7 days prior to bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

4. Request constitutes a representation that the Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Waives claims for additional costs, which may subsequently become apparent.
5. The DESIGNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

1.09 CONTRACT CLOSEOUT

A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.
2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.
3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.

5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed in accordance with paragraph 1.02. For each calendar day the project remains uncompleted **\$1,500.00 per day beyond the completion date.**

B. Final Cleaning

1. Execute prior to final inspection.
2. Clean site; sweep hard surfaced areas, rake clean other surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Owner will be responsible for cleaning after acceptance.

C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.
3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3.02 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation before start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report stating the equipment or system has been properly installed and is functioning correctly.

3.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks before date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at equipment location.

- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Required instruction time for each item of equipment and system is specified in individual sections.

3.04 Not used.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Red-Line Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

3.07 OPERATION AND MAINTENANCE DATA

- A. Submittal Requirements:
 - 1. Submit three (3) copies of data on 8-1/2 x 11-inch (A4) pages, bound in three (3) separate D side ring binders with durable plastic covers.
 - 2. **Contractor shall provide the O&M Manual in electronic form on CD/DVD.** All sections of the electronic form of the O&M Manual shall be **searchable**, excluding drawings and warranties. Every effort should be made to have the "Technical Data" section searchable as well, with the understanding this may not be possible in some instances.
 - 3. Prepare binder cover with printed title "OPERATION AND MAINTENANCE", title of project, location, project number, and subject matter of binder when multiple binders are required. A spine label with same information should also be provided.

4. Subdivide each binder's contents with permanent page dividers, logically organized, with tab titles clearly printed. Tabs should be organized and titled based on the Table of Contents.

B. Manual Submission

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
3. Submit one copy of completed volumes 15 days before final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required before final submission.
4. Submit two sets of revised final volumes in final form within 10 days after Receipt from Owner.

C. Contents

1. Project Summary: The first page in binder should include a paragraph describing the Project followed by a Contact List. The Contact List is to include DFE Project Manager name along with company name, contact name, address, and telephone number for the Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Drawings: Provide reduced copies of each plan printed on 11 x 17 pages and insert them after the Project Summary page. Also provide a CD/DVD in the back of each binder containing Record Drawing files in both Adobe PDF and AutoCAD Release 2009 format. AutoCAD drawings shall be delivered as stand-alone without X-references. If Drawing originally had X-references, Bind them using the Insert option and do not explode inserted block. The Architect shall also provide the AutoCAD Plot Style (CTB file) used for the drawings along with any and all images used within the drawings.
3. Table of Contents: Provide a Table of Contents(TOC) for the binder and place behind the reduced plans. If multiple binders are necessary, include a TOC for the entire submission, then a TOC for the individual binder. TOC should be a listing of all products or systems and the 6 required components below each.
4. Product/System Components: Provide the following information for each product and/or system. Provide additional requirements as specified in individual product specification sections.
 - a. OVERVIEW and INFORMATION:

- i. Equipment Register: equipment description, model number(s), date of installation, installer w/contact info, supplier w/contact info, manufacturer w/contact info, warranty date, warranty details, estimated life / useful life.
 - ii. Description of Complete Installation: A general description of the installation to provide a general understanding of the equipment and its operation.
 - iii. Specific System Description: A technical description of each system of the installation, written to ensure it can be clearly understood by persons not familiar with the installation.
 - iv. Performance Data: Technically description of the mode of operation of each system provided. This section provides functionality details.
 - v. When applicable, include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- b. OPERATIONS:
- i. Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, provide a precise and concise description of the operation procedure in plain English.
 - ii. Safe start-up, break-in, routine operation, shut-down, and emergency operations for the equipment installed including a logical step-by-step sequence of instructions for each procedure. Include summer, winter and special operating instructions.
 - iii. List of all limiting conditions for equipment.
 - iv. Control Sequence and flow diagrams for the system installed.
 - v. A legend for color-coded services. A legend of the symbols used on the drawings, unless included on the drawings.
 - vi. Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.
- c. MAINTENANCE
- i. Emergency procedures, including telephone numbers for emergency services, and procedures for fault-finding.
 - ii. Manufacturers' technical literature, as appropriate. Include original manufacturers' parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - iii. Detailed recommendations for the frequency of performance of routine maintenance tasks
 - iv. List of procedures and tasks associated with preventative (routine) maintenance.
 - v. Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment, inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
 - vi. Include summer, winter and special maintenance instructions.
 - vii. Maintenance Schedule: schedule of the frequency of the required or recommended maintenance, testing and inspection for each type of equipment. The schedule is to include weekly and monthly attendance times.

- viii. Installation and dismantling instructions: Instructions for the proper installation and dismantling of the equipment.
- ix. Spares and Consumables:
 1. Schedule of spares (including bearings) with an expected operating life less than 40,000 hours. Include expected replacement frequency, item label manufacturer name, address, and telephone number, catalogue number name and address of local distributor.
 2. Schedule of Consumable Items (oil, grease, belts, bearings) to be used during servicing.
 3. Furnish spare parts, consumable items, and extra products in quantities specified in individual specification sections and/or as recommended by manufacturer or requested by Owner. Deliver to project site and place in location as directed by Owner; obtain receipt before final payment.

d. TECHNICAL DATA

- i. Manufacturers' technical literature assembled specifically for the project and **excluding irrelevant matter.**
- ii. Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations, as required, to identify and changes to the manufacturers' data or to illustrate the function of each component in the installation.
- iii. Provide performance curves and engineering data
- iv. Include control diagrams by controls manufacturer as installed.
- v. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- vi. Shop drawings

e. WARRANTIES

- i. Provide originals of Manufacturers' warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work
- ii. All Guarantees
- iii. Certificates of compliance for all electrical and plumbing works, where applicable.
- iv. If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.

f. COMMISSIONING REPORTS

- i. Air and water balance reports
- ii. Include test and balancing reports as specified in Section 01 91 00.
- iii. Records of test results
- iv. Records of Commissioning Data

3.08 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Submit before final Application for Payment.
- E. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO			
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor.)										
TO:			FROM:			DFE PROJECT NUMBER		CHECK ONE: <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____		
SPECIFICATION SEC NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION:							
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE		
				SPEC PARA NO.	DRAWING SHEET NO.					
a.	b.	c.	d.	e.	f.	g.	h.	i.		
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated. _____ SIGNATURE OF THE CONTRACTOR NAME:					
SECTION II – APPROVAL ACTION										
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the DFE Project Number, will form a serial number for identifying each submittal. For example: 23SR10-470-D-T1
3. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. A separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column (Section I, Column h) when a submittal is not in accordance with the plans and specifications. Also, a written statement to that effect shall be included in the space provided for "Remarks".
7. The form is a self-transmittal, i.e. letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in Section I, Column c.
9. Directorate of Facilities Engineering approving authority will assign action codes as indicated below in space provided in Section I, Column i to each item submitted. In addition, they will ensure enclosures are indicated and attached to the form prior to return to the Contractor. The Contractor will assign action codes as indicated below in Section I, Column g to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

FX – Receipt acknowledged, does not comply as noted with contract requirements.

G – Other (Specify)

10. Approval of items does not relieve the Contractor from complying with all the requirements of the contract plans and specifications.

Attachment A
Certificate of Substantial Completion

Contractor: _____ Project: _____

Description of Work Being Accepted:

This Certificate of Substantial Completion is for all/portion of the Contract.

We, the DFE Project Manager and General Contractor, certify that:

- This facility, or the integral parts of this facility noted above, has/have been substantially completed according to the Contract Documents and all modifications to the same, as of _____ (date). The contractor and manufacturer's warranties shall be effective as of the date of substantial completion.
- All remaining work is as noted on the attached list(s).
- Contractor is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be a result of failure to adhere to plans and specifications (to include change orders).
- The Owner is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be outside the scope of work of the contract or not the responsibility of the Contractor.
- The contractor shall complete all work and submittals as required by the Contract Documents.

Printed Name (DFE Project Manager)

SIGNATURE

DATE

Printed Name (General Contractor)

SIGNATURE

DATE

SECTION 01 00 00

ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 CONTRACT REQUIREMENTS

A. Scope of Work

1. The Work of the Contract includes *interior renovation and partial demolition of Camp Keyes Building 8 as defined by the drawings and specifications titled "Building 8 Renovations"*.

B. Contract Method

1. Basis of award of this Contract will be in accordance with Section 1 Instructions to Bidder, Paragraph 2.
2. Contract type: State of Maine – Bureau of Real Estate Management (BREM), Construction Contract, Section 00 52 13.
3. The project will be constructed under a single lump sum contract.

C. Work Sequence

1. Work of the Contract and related provisions are as described in the Contract Documents.

D. Contractor Use of Premises

1. Work of this Contract includes coordinating the work with the daily operations of the Owner.
2. Limit use of premises for Work and construction operations only, allow for Owner occupancy, work by other Contractors, and public access.
3. Federal Holiday Schedule. The Contractor may not work on Federal Holidays.
4. Limit access to Owner's site, hours of operations are 7:00 A.M. - 4:00 P.M. If Contractor would like to work on a federal or state holiday he/she must request permission from Owner three working days in advance. The Owner reserves the right to accept or reject Contractor's request.
5. The Contractor must work with each organization to gain access to certain areas throughout the building. When the Contractor needs to gain access to certain areas, he must notify each organization seven working days in advance.

6. Coordinate use of premises under direction of Owner.
7. The Contractor shall be responsible for his/her security in Construction Area until substantial completion. The contractor shall coordinate security of Building with Owner.

E. Owner Occupancy

1. Owner will occupy surrounding areas during entire period of construction, to conduct Owner's normal operations. The Contractor shall cooperate with Owner to minimize conflict to the Owner's operations.

F. Owner-furnished Products: Not Used

G. Schedule of Allowances: Not Used

H. Additive Alternate: Not Used

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit four (4) copies of each application under procedures of 00 72 13 Section 32, on "Requisition for Payment", Form B.G.S. 17-A-61, revised 29 Feb. 08.

K. Coordination:

1. Work of this Contract includes coordination of the entire Work of the Project.
2. The Contractor shall obtain and pay for all necessary construction/building permits. The Contractor shall send (two) copies of all permits to the Owner.
3. Coordinate work with all utilities. Interruption of services shall be coordinated with an appropriate official at the facility to minimize the disruption of operations within the facility.
4. Notify the DFE Project Manager at least three days in advance of the need to move furnishings, equipment, materials, etc. from areas to be affected by the construction.
5. Control on-site activities to minimize the disruption of the occupants.
6. Coordinate the work of equipment and material suppliers and subcontractors.
7. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
8. Maintain the project site in a neat condition.

9. Assist the Owner during periodic site visits and in the review of construction.
10. Maintain up to date progress records and as-built drawings.

L. CONFLICTS

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.

M. Field Engineering

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain a Building Permit from the **City of Augusta**.

N. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.02 SCHEDULING AND PHASING OF WORK

A. Substantial Completion: Work of the Contract must be Substantially Completed by **31 March 2020** so that the Owner can have full use of interior space.

1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less bituminous pavement, and only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

- B. Final Completion of all Work of this Contract shall be by 30 June 2020.
 - 1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no “punch list” items open, and is ready for final payment.
- C. The expiration date of this Contract is 31 December 2020.
 - 1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
 - 1. The Owner's business operations must continue throughout the entire construction period.
 - 2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
 - 3. Applicable egress codes must be complied with during the construction period. In particular, building entrances and exit ways must be kept open at all times.

1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.

1.04 PROJECT MEETINGS

- A. Requirements:

- 1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.

- B. Pre-construction Conference

- 1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

- C. Progress Meetings

1. The Contractor shall schedule and administer Project meetings throughout progress of the Work, called meetings, and pre-installation conferences.
2. The Contractor shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Owner, participants, and those affected by decisions made at meetings.
3. Attendance: Job superintendent, major Subcontractors and suppliers, Owner and those appropriate to agenda topics for each meeting.
4. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.05 SUBMITTALS

A. Procedures

1. In all submittals always refer to project number **23SR18-456-D**.
2. Refer to schedule of Contractor Deliverables provided by Owner/Designer.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: mdaigle@cordjiacpg.com

Owner: robert.w.gurney3.nfg@mail.mil

5. Submittals can be delivered in paper form. Deliver copies of submittals to Designer for approval at the address below:

Cordjia Capital Projects Group
Attn: Mitch Daigle
16 Tannery Ln #23
Camden, ME 04843

And one (1) copy to the Owner for review:

Directorate of Facilities Engineering
194 Winthrop Street
BLDG 8, Camp Keyes – ATTN: Bob Gurney
Augusta, ME 04330

6. Submittal Sheets:
 - a. Transmit each item under “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certificates of Compliance” located at the end of this Section;
 - b. Identify Project, Contractor, Subcontractor, major supplier;
 - c. Identify drawing sheet and detail number, and Specification Section number, as appropriate;
 - d. Identify deviations from Contract Documents.
7. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
8. DESIGNER shall have 14 calendar days for review of submittals.
9. After **DESIGNER** review of submittal, revise and resubmit as required identifying changes made since previous submittal.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

B. Quality Assurance; Substitutions, in accordance with Section 01 00 00, para. 1.08 (E).

C. Construction Progress Schedule

1. Submit an Initial Progress Schedule in duplicate. See 1.02.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
2. The Contractor shall submit six (6) copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.
3. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within ten (20) working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by OWNER revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.

2. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must/may be required to have a prior approved Department background check before being allowed into the facility. The Contractor shall supply a list of people who may be either involved in the work effort or present at the facility to the Agreement Administrator with-in two weeks after the award of the contract or two weeks prior to the beginning of the contract whichever comes first. The list will include first name, middle initial, last name, date of birth, maiden name (s) for each person. The Department retains the right to screen and restrict from the facility personal employed by or represents the provider who do not receive a satisfactory/passing background check.
3. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and must have a prior approved Department background check before being allowed into the facility.
4. THE DEPARTMENT WILL PROVIDE TO THE CONTRACTOR THE NAMES OF THOSE PERSONNEL THAT ARE ACCEPTABLE FOR ACCESS, AND THOSE THAT ARE NOT ACCEPTABLE FOR UNESCORTED ACCESS INTO OUR FACILITIES. DEPARTMENT WILL NOT BE LEGALLY ALLOWED TO SHARE ANY SPECIFICS REGARDING WHY CERTAIN PERSONNEL ARE CONSIDERED UNACCEPTABLE FOR ACCESS
5. Disqualified Persons: Persons will be automatically disqualified if their background checks show they were convicted or currently charged with a crime that is punishable by an imprisonment for a term of one year or more, or found not criminally responsible of committing a crime that is punishable by an imprisonment for a term of one year or more.
6. Persons may be disqualified for convictions and associated criminal behavior defined in M.R.S. Title 17-A, Maine Criminal Code, equivalent violations in other states, and federal law.
7. Exemptions to the above provisions may be authorized by SFC John Knoblach or designee Security Officer.
8. Example of Requirement:

Company	First Name	Middle Initial	Last Name	Date of Birth (MM/DD/YYYY)	Maiden Name 1	Location(s) Working
	John	T	Smith	01/01/1970		
	Jane	P	Brown	07/07/1971	Baker	
Person 1						
Person 2						
Person 3						

1.06 QUALITY CONTROL

A. Quality Control, General

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Workmanship

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform work by persons qualified to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

C. Manufacturers' Instructions

1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Manufacturers' Certificates

1. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products that meet or exceed specified requirements.

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

1. All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company
2. The Contractor shall be allowed to hook to existing electrical panel in building, for temporary power. The Contractor will not disrupt power at building. The Owner will only pay for cost of electricity.
3. The Contractor shall provide all temporary electrical panels.
4. The Contractor shall be responsible to fix any damages, caused by modifications for temporary services.

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

1. The Contractor shall provide temporary heat and equipment in interior spaces:

- a. The Contractor shall not use electrical heating units if the Owner is supplying electrical power to the Contractor.
 - b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
 3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
 4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
 5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the permanent heat distribution system for temporary heat.
 - b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heat distribution system on a temporary basis.
 6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
 7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Water

1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction [large amounts of water].

E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.

F. Barriers

1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

G. The Contractor will provide:

1. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
2. His/her own on-site telephone, if so required for the conduct of his/her business.
3. Protected storage, if necessary.
4. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

H. Protection and Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

I. Security

1. Provide security program and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

J. Water Control

Not Used

K. Cleaning during Construction

1. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - a. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - b. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - c. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
2. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
3. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
4. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

1.08 MATERIAL AND EQUIPMENT

A. Products

1. Products include material, equipment, and systems.
2. Comply with Specifications and referenced standards as minimum requirements.

3. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
4. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.
5. ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED, materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

B. Transportation and Handling

1. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

D. Products List

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 7 days prior to bid date for review. Any substitutions not submitted 7 days prior to bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:

- a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Waives claims for additional costs, which may subsequently become apparent.
5. The DESIGNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

1.09 CONTRACT CLOSEOUT

A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.
2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.
3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date.

The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.

6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed in accordance with paragraph 1.02. For each calendar day the project remains uncompleted **\$1,500.00 per day beyond the completion date.**

B. Final Cleaning

1. Execute prior to final inspection.
2. Clean site; sweep hard surfaced areas, rake clean other surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Owner will be responsible for cleaning after acceptance.

C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.
3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3.02 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation before start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report stating the equipment or system has been properly installed and is functioning correctly.

3.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks before date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

- E. Required instruction time for each item of equipment and system is specified in individual sections.

3.04 Not used.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda and modifications.

F. Red-Line Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish main floor datum.
2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

3.07 OPERATION AND MAINTENANCE DATA

A. Submittal Requirements:

1. Submit three (3) copies of data on 8-1/2 x 11-inch (A4) pages, bound in three (3) separate D side ring binders with durable plastic covers.
2. **Contractor shall provide the O&M Manual in electronic form on CD/DVD.** All sections of the electronic form of the O&M Manual shall be **searchable**, excluding drawings and warranties. Every effort should be made to have the "Technical Data" section searchable as well, with the understanding this may not be possible in some instances.
3. Prepare binder cover with printed title "OPERATION AND MAINTENANCE", title of project, location, project number, and subject matter of binder when multiple binders are required. A spine label with same information should also be provided.
4. Subdivide each binder's contents with permanent page dividers, logically organized, with tab titles clearly printed. Tabs should be organized and titled based on the Table of Contents.

B. Manual Submission

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
3. Submit one copy of completed volumes 15 days before final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required before final submission.
4. Submit two sets of revised final volumes in final form within 10 days after Receipt from Owner.

C. Contents

1. Project Summary: The first page in binder should include a paragraph describing the Project followed by a Contact List. The Contact List is to include DFE Project Manager name along with company name, contact name, address, and telephone number for the Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Drawings: Provide reduced copies of each plan printed on 11 x 17 pages and insert them after the Project Summary page. Also provide a CD/DVD in the back of each binder containing Record Drawing files in both Adobe PDF and AutoCAD Release 2009 format. AutoCAD drawings shall be delivered as stand-alone without X-references. If Drawing originally had X-references, Bind them using the Insert option and do not explode inserted block. The Architect shall also provide the AutoCAD Plot Style (CTB file) used for the drawings along with any and all images used within the drawings.
3. Table of Contents: Provide a Table of Contents(TOC) for the binder and place behind the reduced plans. If multiple binders are necessary, include a TOC for the entire submission, then a TOC for the individual binder. TOC should be a listing of all products or systems and the 6 required components below each.
4. Product/System Components: Provide the following information for each product and/or system. Provide additional requirements as specified in individual product specification sections.
 - a. OVERVIEW and INFORMATION:
 - i. Equipment Register: equipment description, model number(s), date of installation, installer w/contact info, supplier w/contact info, manufacturer w/contact info, warranty date, warranty details, estimated life / useful life.

- ii. Description of Complete Installation: A general description of the installation to provide a general understanding of the equipment and its operation.
 - iii. Specific System Description: A technical description of each system of the installation, written to ensure it can be clearly understood by persons not familiar with the installation.
 - iv. Performance Data: Technically description of the mode of operation of each system provided. This section provides functionality details.
 - v. When applicable, include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- b. OPERATIONS:
- i. Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, provide a precise and concise description of the operation procedure in plain English.
 - ii. Safe start-up, break-in, routine operation, shut-down, and emergency operations for the equipment installed including a logical step-by-step sequence of instructions for each procedure. Include summer, winter and special operating instructions.
 - iii. List of all limiting conditions for equipment.
 - iv. Control Sequence and flow diagrams for the system installed.
 - v. A legend for color-coded services. A legend of the symbols used on the drawings, unless included on the drawings.
 - vi. Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.
- c. MAINTENANCE
- i. Emergency procedures, including telephone numbers for emergency services, and procedures for fault-finding.
 - ii. Manufacturers' technical literature, as appropriate. Include original manufacturers' parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - iii. Detailed recommendations for the frequency of performance of routine maintenance tasks
 - iv. List of procedures and tasks associated with preventative (routine) maintenance.
 - v. Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment, inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
 - vi. Include summer, winter and special maintenance instructions.
 - vii. Maintenance Schedule: schedule of the frequency of the required or recommended maintenance, testing and inspection for each type of equipment. The schedule is to include weekly and monthly attendance times.
 - viii. Installation and dismantling instructions: Instructions for the proper installation and dismantling of the equipment.
 - ix. Spares and Consumables:

1. Schedule of spares (including bearings) with an expected operating life less than 40,000 hours. Include expected replacement frequency, item label manufacturer name, address, and telephone number, catalogue number name and address of local distributor.
2. Schedule of Consumable Items (oil, grease, belts, bearings) to be used during servicing.
3. Furnish spare parts, consumable items, and extra products in quantities specified in individual specification sections and/or as recommended by manufacturer or requested by Owner. Deliver to project site and place in location as directed by Owner; obtain receipt before final payment.

d. TECHNICAL DATA

- i. Manufacturers' technical literature assembled specifically for the project and **excluding irrelevant matter.**
- ii. Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations, as required, to identify and changes to the manufacturers' data or to illustrate the function of each component in the installation.
- iii. Provide performance curves and engineering data
- iv. Include control diagrams by controls manufacturer as installed.
- v. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- vi. Shop drawings

e. WARRANTIES

- i. Provide originals of Manufacturers' warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work
- ii. All Guarantees
- iii. Certificates of compliance for all electrical and plumbing works, where applicable.
- iv. If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.

f. COMMISSIONING REPORTS

- i. Air and water balance reports
- ii. Include test and balancing reports as specified in Section 01 91 00.
- iii. Records of test results
- iv. Records of Commissioning Data

3.08 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- B. Verify documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Submit before final Application for Payment.

E. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO			
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor.)										
TO:			FROM:			DFE PROJECT NUMBER		CHECK ONE: <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____		
SPECIFICATION SEC NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION:							
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE		
				SPEC PARA NO.	DRAWING SHEET NO.					
a.	b.	c.	d.	e.	f.	g.	h.	i.		
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated. _____ SIGNATURE OF THE CONTRACTOR NAME:					
SECTION II – APPROVAL ACTION										
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the DFE Project Number, will form a serial number for identifying each submittal. For example: 23SR10-470-D-T1
3. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. A separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column (Section I, Column h) when a submittal is not in accordance with the plans and specifications. Also, a written statement to that effect shall be included in the space provided for "Remarks".
7. The form is a self-transmittal, i.e. letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in Section I, Column c.
9. Directorate of Facilities Engineering approving authority will assign action codes as indicated below in space provided in Section I, Column i to each item submitted. In addition, they will ensure enclosures are indicated and attached to the form prior to return to the Contractor. The Contractor will assign action codes as indicated below in Section I, Column g to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

FX – Receipt acknowledged, does not comply as noted with contract requirements.

G – Other (Specify)

10. Approval of items does not relieve the Contractor from complying with all the requirements of the contract plans and specifications.

Attachment A
Certificate of Substantial Completion

Contractor: _____ Project: _____

Description of Work Being Accepted:

This Certificate of Substantial Completion is for all/portion of the Contract.

We, the DFE Project Manager and General Contractor, certify that:

- This facility, or the integral parts of this facility noted above, has/have been substantially completed according to the Contract Documents and all modifications to the same, as of _____ (date). The contractor and manufacturer's warranties shall be effective as of the date of substantial completion.
- All remaining work is as noted on the attached list(s).
- Contractor is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be a result of failure to adhere to plans and specifications (to include change orders).
- The Owner is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be outside the scope of work of the contract or not the responsibility of the Contractor.
- The contractor shall complete all work and submittals as required by the Contract Documents.

Printed Name (DFE Project Manager)	SIGNATURE	DATE
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Printed Name (General Contractor)	SIGNATURE	DATE
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