

# **Project Manual**

**Downeast Correctional Facility**

**Additional Demolition Package**

**Building 17: Kitchen, Dining, Laundry, Mechanical &  
Generator Building**

**Building 18: Dormitories 1 & 2**

**Machiasport, Maine**



**Submitted by:**  
SMRT Architects and Engineers  
March 1, 2022  
Project # 19176-00  
smrtinc.com

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

**00 11 13**  
**Notice to Contractors**

**Downeast Correctional Facility - Additional Demolition Package**

*Complete demolition of two (2) buildings (#17 and #18 including complete demolition and disposal of both buildings, including foundations, removal of a 10,000 gallon UST and backfilling site to original grade with bankrun gravel.*

The cost of the work is approximately \$ 219,772. The work to be performed under this contract shall be completed on or before the Final Completion date of *1 June 2022*.

1. Sealed Contractor bids, in envelopes plainly marked "Bid for *Downeast Correctional Facility - Remediation & Demolition Package*" and addressed to:

*David Schoenherr  
Bureau of Real Estate Management  
111 Sewall Street, Cross State Office Building, 4th Floor  
77 State House Station  
Augusta, Maine 04333-0077*

will be opened and read aloud at *the address shown above* at **2:00 p.m.** on **March 17, 2022**. Any bid submitted after the noted time will not be considered a valid bid and will remain unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is required* on this project.  
If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BREM website.
4. Performance and Payment Bonds *are required* on this project.  
If noted above as required, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BREM website.
5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.  
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.
7. An on-site pre-bid conference *will* be conducted for this project.  
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *Pre-bid conference will be held on-site on Thursday, March 10, 2022, Pre-bid conference time is 11:00 to 1:00 pm.*

**00 11 13**  
**Notice to Contractors**

8. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be Non-standard project insured by Contractor.

9. Bid Documents - full sets only - will be available on or about *March 3, 2022* and may be obtained type "at no cost" from:

*Am-at-aur Printing*  
*231 Oxford Street*  
*Portland, Maine 04101*  
*(207) 772-7006 / camatuer@maine.rr.com*

*or documents can be requested and obtained electronically from SMRT: jjohnson@smrtinc.com*

10. Bid Documents may be examined at:

*AGC Maine*  
*188 Whitten Road*  
*Augusta, ME 04332*  
*Phone 207-622-4741 Fax 207-622-1625*

*Construction Summary*  
*734 Chestnut Street*  
*Manchester, NH 03104*  
*Phone 603-627-8856 Fax 603-627-4524*

**00 21 13**  
**Instructions to Bidders**

1. Bidder Requirements

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

**00 21 13**  
**Instructions to Bidders**

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

**00 21 13**  
**Instructions to Bidders**

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

00 41 13  
Contractor Bid Form

**Downeast Correctional Facility - Additional Demolition Package**

To: *David Schoenherr*  
Bureau of Real Estate Management  
111 Sewall Street, Cross State Office Building, 4th Floor  
77 State House Station  
Augusta, Maine 04333-0077

The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated *March 1, 2022*, prepared by *SMRT, Inc.* for *Downeast Correctional Facility - Additional Demolition Package*, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ \_\_\_\_\_ .00

- 1. Allowances *are not included* on this project.  
*Bid amount above includes the following Allowances*

\$ \_\_\_\_\_ 0.00

- 2. Alternate Bids *are not included* on this project.  
*No Alternate Bids*  
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

*1* \$ \_\_\_\_\_ .00

- 3. Unit Prices

*1* \$ \_\_\_\_\_ .00

*2*  
: \$ \_\_\_\_\_ .00

*3. .:* \$ \_\_\_\_\_ .00

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**00 41 13**  
**Contractor Bid Form**

4. Bid security *is required* on this project.  
If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.
  
5. Filed Sub-bids *are not required* on this project.



**00 41 13  
Contractor Bid Form**

**Downeast Correctional Facility - Demolition Package**

- 6. The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

- 7. This bid is hereby submitted by:

Signature: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Company name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

State of incorporation, if a corporation: \_\_\_\_\_

List of all partners, if a partnership: \_\_\_\_\_

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**00 43 13  
Contractor Bid Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of five percent of the bid amount, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of insert name of project as designated in the contract documents

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

**00 43 13  
Contractor Bid Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the bid due date.

**Contractor**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address  
insert city state zip code*

**Surety**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address  
insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**State of Maine  
CONSTRUCTION CONTRACT**

**Large Construction Project**

*(Contract value \$50,000 or greater. Contract includes Project Manual, Specifications and Drawings)*

Agreement entered into by and between the State of Maine through the **insert contracting entity name** hereinafter called the **Owner** and **insert Contractor company name** hereinafter called the **Contractor**.

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

Other Project No.: \_\_\_\_\_

For the following Project: **title of project shown on documents** at **facility or campus name, municipality**, Maine.

The Specifications and the Drawings have been prepared by **firm name**, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

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

**ARTICLE 1 COMPENSATION AND PAYMENTS**

**1.1** The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

|  |                      |
|--|----------------------|
| Base Bid   | <u><b>\$0.00</b></u> |
| <u><i>Alternate Bid number and name or "no Alternates"</i></u> | <u><i>\$0.00</i></u> |
| <u><i>Alternate Bid number and name or "no Alternates"</i></u> | <u><i>\$0.00</i></u> |
| <u><i>Alternate Bid number and name or "no Alternates"</i></u> | <u><i>\$0.00</i></u> |
| <u><i>Alternate Bid number and name or "no Alternates"</i></u> | <u><i>\$0.00</i></u> |
| <u><i>Alternate Bid number and name or "no Alternates"</i></u> | <u><i>\$0.00</i></u> |
| <b>Total Contract Amount</b>                                   | <u><b>\$0.00</b></u> |

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

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

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

**ARTICLE 2 TIME OF COMPLETION**

**2.1** The Work of this Contract shall be completed on or before the Final Completion date of **31 December 2020**.

The following abbreviated definitions are for reference only, see Section 00 71 00 *Definitions* for actual definitions.  
Substantial Completion: date of first beneficial use by the Owner.  
Final Completion: the Contractor's final completion deadline.  
Contract Expiration: the Owner's deadline for management of contract accounts.

### ARTICLE 3 INELIGIBLE BIDDER

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

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

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

### ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

**4.1** On this project, the Contractor shall furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000, or if bonds are specifically required by the Contract Documents.

**4.2** Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be **Non-standard project insured by Contractor.**

**4.3** The Contractor shall comply with all laws, codes and regulations applicable to the Work.

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

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

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

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

**5.2** By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

#### **ARTICLE 6 INSTRUMENTS OF SERVICE**

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

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

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

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

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

#### **ARTICLE 8 CONTRACT DOCUMENTS**

**8.1** The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

**8.2** Specifications: **indicate date of issuance of project manual**

**8.3** Drawings: **note each sheet number and title**

**8.4** Addenda: **note each addenda number and date, or "none"**

BREM Project No.: \_\_\_\_\_

The Agreement is effective as of the date last executed by the parties.

**OWNER**

**CONTRACTOR**

\_\_\_\_\_  
*(Signature) (Date)*  
*name and title*

---

*name of contracting entity*

\_\_\_\_\_  
*(Signature) (Date)*  
*name and title*

---

*name of contractor company*

*(Indicate names of the review and approval individuals appropriate to the approval authority.)*

|  |                        |  |                        |
|--|------------------------|--|------------------------|
| <b>select proper approval authority</b>        |                        |  |                        |
| <b>Reviewed by:</b>                            |                        | <b>Approved by:</b>                                  |                        |
| _____<br><i>(Signature)</i>                    | _____<br><i>(Date)</i> | _____<br><i>(Signature)</i>                          | _____<br><i>(Date)</i> |
| <i>insert name</i>                             |                        | <i>Joseph H. Ostwald</i>                             |                        |
| <i>Project Manager/ Contract Administrator</i> |                        | <i>Director, Planning, Design &amp; Construction</i> |                        |



**00 61 13.13**  
**Contractor Performance Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.13  
Contractor Performance Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

**Contractor**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

**Surety**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**00 61 13.16  
Contractor Payment Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.16  
Contractor Payment Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

**Contractor**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

**Surety**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

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**Definitions**

1. Definitions

- 1.1 *Addendum*: A document issued by the Consultant that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.
- 1.2 *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.
- 1.3 *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.
- 1.4 *Architect*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 1.5 *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of Work.
- 1.6 *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the Project.
- 1.7 *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.
- 1.8 *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative.
- 1.9 *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.
- 1.10 *Bureau*: The State of Maine Bureau of Real Estate Management (formerly known as Bureau of General Services, or BGS) in the Department of Administrative and Financial Services.
- 1.11 *Calendar days*: Consecutive days, as occurring on a calendar, taking into account each day of the week, month, year, and any religious, national or local holidays. Calendar days are used for changes in Contract Time.
- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended

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**Definitions**

purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.

- 1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
- 1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
- 1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
- 1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
- 1.21 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.
- 1.22 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.23 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
- 1.24 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.

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**Definitions**

- 1.25 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.26 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to “Consultant” in State of Maine contract forms.
- 1.27 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
- 1.28 *Final Completion*: Project status establishing the date when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.29 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
- 1.30 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
- 1.31 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.32 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
- 1.33 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.34 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

A Post-Bid Addendum may also be issued after a competitive construction Bid opening to those Bidders who submitted a Bid initially, for the purpose of rebidding the Project work without re-advertising.

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**Definitions**

- 1.35 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.36 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.37 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.38 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
- 1.39 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of Work.
- 1.40 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.41 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
- 1.42 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
- 1.43 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.44 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 1.45 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
- 1.46 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.



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**Definitions**

- 1.47 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.
- 1.48 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
- 1.49 *Substantial Completion*: Project status indicating when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
- 1.50 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.51 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.
- 1.52 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**General Conditions**

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**General Conditions**

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.
- 1.1.1 Introduce all parties who have a significant role in the Project, including:
- Owner (State agency or other contracting entity)
    - Owner's Representative
  - Consultant (Architect or Engineer)
    - Subconsultants
    - Clerk-of-the-works
  - Contractor (GC)
    - Superintendent
    - Subcontractors
  - Other State agencies
  - Construction testing company
  - Commissioning agent
  - Special Inspections agent
  - Bureau of Real Estate Management (BREM);
- 1.1.2 Review the responsibilities of each party;
- 1.1.3 Review any previously-identified special provisions of the Project;
- 1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
- 1.1.7 discuss jobsite issues;
- 1.1.8 Discuss Project close-out procedures;
- 1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and
- 1.1.10 Schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

- 2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.
- 2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Consultant and authorized in writing by the Consultant, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.
- 2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of such errors or omissions. The Consultant shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

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**General Conditions**

3. Additional Drawings and Specifications

- 3.1 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Ownership of Contract Documents

- 4.1 The designs represented on the Contract Documents are the property of the Consultant. The Drawings and Specifications shall not be used on other work without consent of the Consultant.

5. Permits, Laws, and Regulations

- 5.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 5.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 5.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.
- 5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.
- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

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**General Conditions**

6. Taxes

- 6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.
- 6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).
- 6.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

- 7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 7.2 The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.
- 7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security

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**General Conditions**

charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.

- 7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

**8. Indemnification**

- 8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.
- 8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.
- 8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

**9. Insurance Requirements**

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BREM. The Contractor shall submit insurance certificates to the Owner and BREM at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BREM project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BREM.
- 9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.
- 9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance

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General Conditions

in form and amount acceptable to the Owner and BREM. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor’s execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

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

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

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

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

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

|                                |           |
|--------------------------------|-----------|
| Any one accident or loss ..... | \$500,000 |
|--------------------------------|-----------|

9.3.4 The Contractor shall have Owner’s Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

|                              |             |
|------------------------------|-------------|
| General aggregate limit..... | \$2,000,000 |
| Each occurrence limit.....   | \$1,000,000 |

9.4 The Owner has determined the appropriate coverage for this particular project, verified the coverage with the State of Maine Division of Risk Management, and selected the proper option on the contract form. Property Insurance for this construction contract shall one of the options described below.

9.4.1 Non-standard project insured by the Contractor –  
Projects of this type include, but are not limited to, site improvements such as parking lots, boat launches, utility runs, and free-standing mechanical or electrical equipment, and do not necessarily include buildings. The Contractor shall procure and maintain an appropriate level of property insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.



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**General Conditions**

- 9.4.2 New construction insured by the Contractor –  
The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.
- 9.4.3 Renovations and additions to existing State-owned buildings insured by the Owner (State of Maine Division of Risk Management) –  
Builder's Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State's property policy. The Owner shall notify Maine Division of Risk Management concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder's Risk certificate of insurance will be furnished to the Contractor upon request.
- The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.
- 9.4.4 Renovations and additions to existing buildings not insured by the Owner (State of Maine Division of Risk Management) –  
The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interests may appear. The covered cause of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Coverage shall be on a replacement cost and a completed value basis. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

#### 10. Contract Bonds

- 10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.
- 10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

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**11. Patents and Royalties**

- 11.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.
- 11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

**12. Surveys, Layout of Work**

- 12.1 The Owner shall furnish all property surveys unless otherwise specified.
- 12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

**13. Record of Documents**

- 13.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

**14. Allowances**

- 14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.
- 14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

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**15. Shop Drawings**

- 15.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

**16. Samples**

- 16.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

**17. Substitutions**

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.
- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source

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of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.

- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

- 18.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

19. Separate Contracts

- 19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
- 19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.
- 19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.

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- 20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.
21. Contractor-Subcontractor Relationship
- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.

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21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.

**22. Supervision of the Work**

22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.

22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.

**23. Observation of the Work**

23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.

23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.

23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.

23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the

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work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.

- 23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

**24. Consultant's Status**

- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.

**25. Management of the Premises**

- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

**26. Safety and Security of the Premises**

- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.

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- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.



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26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

**27. Changes in the Work**

27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.

27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.

27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.

27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

27.5 The method of determining the dollar value of extra work shall be by:

- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
- .2 unit prices named in the contract or subsequently agreed upon, or
- .3 cost plus a designated percentage, or
- .4 cost plus a fixed fee.

27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.

- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
- .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
- .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.

27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.

27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may

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- include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.
28. Correction of the Work
- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.

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28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.

28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

29. Owner's Right to do Work

29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.

29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

30. Termination of Contract and Stop Work Action

30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

- .1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
- .2 a receiver is appointed due to the Contractor's insolvency, or
- .3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
- .4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
- .5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance

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shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.

30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.

30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

### 31. Delays and Extension of Time

31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.

31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.

31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

31.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

### 32. Payments to the Contractor

32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.

32.2 The Contractor shall submit an application for each payment ("Requisition for Payment") on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.

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- 32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.
33. Payments Withheld
- 33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this "retainage" to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).

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- 33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- .1 defective work not remedied;
  - .2 claims filed or reasonable evidence indicating probable filing of claims;
  - .3 failure to make payments properly to Subcontractors or suppliers;
  - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
  - .5 liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

#### 34. Liens

- 34.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.
- 34.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

#### 35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant's decision on the quality of work shall be final.
- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.

**00 72 13**  
**General Conditions**

- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.
36. Close-out of the Work
- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.
37. Date of Completion and Liquidated Damages
- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.
- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.
- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.

**00 72 13**  
**General Conditions**

- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

| If the original contract amount is:   | The per day Liquidated Damages shall be:                     |
|---------------------------------------|--|
| Less than \$100,000                   | \$250  |
| \$100,000 to less than \$2,000,000    | \$750  |
| \$2,000,000 to less than \$10,000,000 | \$1,500  |
| \$10,000,000 and greater              | \$1,500 plus \$250 for<br>each \$2,000,000 over \$10,000,000 |

### 38. Dispute Resolution

#### 38.1 Mediation

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.
- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- 38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

#### 38.2 Arbitration

- 38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.
- 38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- 38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.



**00 72 13**  
**General Conditions**

38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**00 73 46**  
**Wage Determination Schedule**

**PART 1- GENERAL**

**1.1 Related Documents**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

**1.2 Summary**

- A. This Section includes the wage determination requirements for Contractors as issued by the State of Maine Department of Labor Bureau of Labor Standards or the United States Department of Labor.

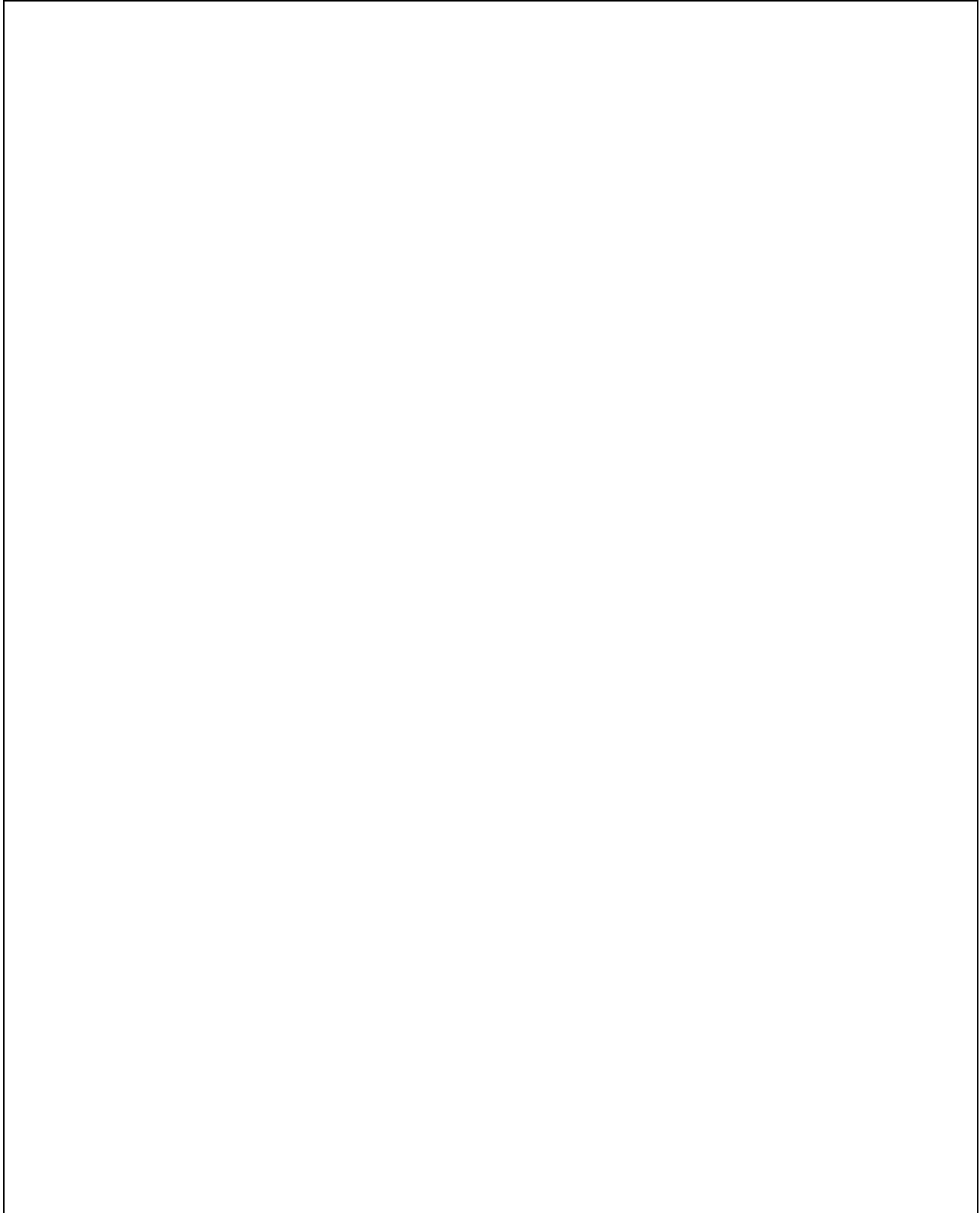
**1.3 Requirements**

- A. Conform to the wage determination schedule for this project which is shown on the following page.

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**

**00 73 46**  
**Wage Determination Schedule**



End of Section 00 73 46

**SECTION 011000**

**SUMMARY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:

- 1) Use of premises.
- 2) Owner's occupancy requirements.
- 3) Work restrictions.
- 4) Specification formats and conventions.

- B. Related Sections include the following:

- 1) Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

**1.3 USE OF PREMISES**

- A. General: Project site is a secured non-operating correctional facility. The Owner's use of the facilities will not continue without interruption during all phases of the project. The contractor shall have limited use of the premises for construction operations, including use of the Project site, during the construction period.
- B. Site and building security will be maintained before, during and after construction, at all times of the day or night. To accommodate the work, the Contractor shall establish operating temporary control and work stations for facility operations. Switch-over periods during which control systems are fully inoperative shall be strictly limited. The contractor shall plan and coordinate a security plan and schedule with the owner prior to start of construction, and once approved not deviate from the approved plan and schedule without written approval of any change not less than 72 hours prior to any change. The owner has the right to modify or reject the plan at the owner's discretion.
- C. The limits of Work shall be proposed and approved in writing prior to start. Confine operations to areas within agreed-upon limits the Work. Work and access to the existing building outside the limits of Work will be strictly prohibited without advanced consent of the owner. The owner has the right to require any access to these areas to be 'Escorted Access' by the owner's staff. Should any work be required outside the limits of Work, the area is to be maintained in an

**ADDITIONAL DEMO PACKAGE**

occupiable condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

- D. Site Access. The contractor's access shall be coordinated with the owner and shall not be considered as 'Free Access'. The contractor shall provide a securable material storage trailer/container for placement outside of the secure fence area. Location of storage container/trailer shall be as directed by the owner.
  - 1) Keep driveways, loading areas, entrances, etc. serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- E. Vehicle Parking. Contractor vehicle parking will be in designated areas only. Vehicle access within the perimeter fence will be limited and shall be coordinated with the owner. Any vehicle within the secure perimeter shall be turned-off and locked with all windows tightly closed and keys removed when not occupied. All materials, tools, or other loose items shall be secured when unattended. Vehicles, materials, tools, or loose items not meeting these requirements will be removed at the owner's expense.
- F. Dumpsters. The contractor is responsible for providing his own dumpsters, placed where directed. The contractor shall schedule all dumpster removal times with the owner. Search of dumpsters may be done at any time at the discretion of the owner.
- G. Smoking anywhere on site is strictly prohibited.
- H. Lost Items. Any missing items including tools, phones, pagers, keys, etc. shall be reported to the owner immediately. The contractor shall not depart the facility until efforts are made to locate the misplaced or lost item.
- I. Phones. The contractor shall provide cell phones for their personnel's use. A land line will not be provided by the owner. Any cell phone on the premises must be documented with the owner. Information required will include the name of person with phone, phone number and phone carrier name. Any lost phone must be reported immediately to the owner.
- J. Facility Radio. The owner will assign a contact employee from the facility for the Contractor. One radio will be provided to the Contractor's designated person for communications. Use of and restrictions related to this radio will be outlined at the Security Orientation.
- K. Contractor Office. A typical contractor trailer will be allowed where directed by the Owner, outside of the secured facility perimeter. The contractor is to provide any desired furniture such as plan tables, chairs, file cabinets, etc. as needed. The contractor office shall be furnished to accommodate project meetings.
- L. Sanitary Facilities. The owner will designate restrooms for use at no cost to the contractor. Contractor shall clean restrooms professionally, and shall have them cleaned prior to returning to owner use.
- M. Electric Power Service. The owner will allow connection to circuits within the facility at no cost to the contractor. Where power is required, such as at the contractor's office, and available connection points are limited to utility owned systems, the contractor shall arrange and pay for his own temporary electric power service.

**ADDITIONAL DEMO PACKAGE**

- N. Space Conditioning Utilities. The Owner will heat or cool interior work areas at no cost to the contractor. The contractor shall maintain existing heating and cooling devices in operational condition as needed to provide heating and cooling, or shall provide equipment as needed to provide heating and cooling.
- O. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- P. Fire Extinguishers. The contractor shall provide portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- Q. Data Services. The contractor shall provide any desired data access within their contractor's office. The owner will not allow access of any kind to their system. Any wireless system used shall be secured.
- R. Isolation of Work Area: Prevent dust, fumes, and odors from entering occupied areas.
  - 1) Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
- S. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- T. Snow removal will be performed by the owner.

**1.4 OWNER'S OCCUPANCY REQUIREMENTS**

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

**1.5 WORK RESTRICTIONS**

- A. Construction operations shall be limited to the hours between 7 AM and 5 PM weekdays. Weekend or holiday work shall be by written authorization from the Owner's representative in advance.
  - 1) Permission may be granted for after-hour, weekend, or holiday construction operations if submitted in advance and approved. Submit requests for authorization no less than 72 hours prior to the requested period or more.

**1.6 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 34-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1) Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

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B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1) Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- 2) Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
  - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 011000**



SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances as applicable.
  - 2. Division 1 Section "Alternates" for procedural requirements for handling and processing alternate items as applicable.
  - 3. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time as a proposal request. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are issued only as information necessary to describe a change being considered. They are not a direction to modify the Contract or to proceed with the work as described. Do not consider them instructions either to stop work in progress or to execute the proposed change. Upon receipt, consider the schedule implications of the proposed change and immediately advise the Architect through the Construction Manager of any coordination necessary between proposed work and work in-progress. If the Owner selects to proceed with the work prior to execution of a Change Order, a written authorization will be issued.

**ADDITIONAL DEMO PACKAGE**

2. Within time specified in Proposal Request (20 days if not specified) after receipt of Proposal Request, submit a Contractor Proposal estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  
- B. Contractor-Initiated Proposals/Claims: If an Architect issued document or if latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a proposal for a change to the Architect through the Construction Manager.
  1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
  
- C. Proposal Request Form: SMRT form. The form used is a combined Supplemental Instruction/ Proposal Request Form. Proceed as indicated on form. One form is used for both needs in order that the two may be tracked together.
  1. If a Supplemental Instruction has an impact on project cost or project schedule, proceed as indicated for a Proposal Request.
  
- D. Contractor (and Sub-Contractor) Expenses and Profit: Contractor costs permitted to be charged against a change shall be limited to those items specifically attributable to the change including actual payments for materials, equipment rentals, expendable items, wages and benefits to workmen and supervisors, insurance, bonds, and other probable direct costs, but not including any administrative, accounting, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site. Supervisory personnel time shall not exceed 10% of the summed time of those being supervised. Contractor overhead and profit and any other expense not included as a cost identified above shall be limited to 10% of any net

increase or decrease of the cost for work performed by any firms own forces, and shall be limited to 10% of any net increase or decrease of the cost for work performed by any sub-contractor.

**1.5 ALLOWANCES (AS APPLICABLE)**

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance amount, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance. If not indicated, installation is not to be accounted for within the allowance value.
  2. Unless indicated otherwise, the allowance sum is the cost of the product delivered to the site, or if temporarily stored off-site then to that warehouse. If requested, prepare explanation and documentation to substantiate distribution of additional costs and other margins claimed.
  3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents. Submit claims within 21 days subsequent to recognition of increase. Failure to submit claim prior to material purchase may be cause for rejection of the claim.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated. Only the direct cost change will be paid.

**1.6 UNIT COSTS (AS APPLICABLE)**

- A. Submit accounting for unit cost expenses as described in the specification for the unit cost. Provide documentation for quantities provided as unit cost material co-signed by the Construction Manager on the day material was delivered or placed.

**1.7 CHANGE ORDER PROCEDURES**

- A. Upon Owner's written approval of a Contractor Proposal, Architect will issue a Change Order for signatures of Owner, Construction Manager and Contractor on AIA Document G701.
1. When so indicated by the Owner, written approval of a Contractor Proposal shall be notice to proceed with a change.

**ADDITIONAL DEMO PACKAGE**

2. Payment for costs accrued shall be applied for only when the associated Change Order is endorsed by all parties, and the change documented in the monthly Application for Payment.

1.8 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. A Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Proceed with work as directed when authorized by a Construction Change Directive.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  2. Payment for costs accrued may be applied for based upon an authorized Construction Change Directive, provided that costs are fully accounted for.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
- C. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract for inclusion in a Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600**

**SECTION 012900**

**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section "Special Project Requirements".
  - 2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices as applicable.
  - 3. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances as applicable.
  - 4. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 5. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule, Submittals Schedule, and reports.

**1.3 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.4 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

**ADDITIONAL DEMO PACKAGE**

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Use form AIA G703.
  2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate.
    - a. For major work items and sub-contracts, provide separate line items for material and labor.
    - b. Within all trades scheduled for commissioning, identify a line item for commissioning equal to eight percent (8%) of the value of the work for each commissioned trade. This value will be paid as a percentage completed as commissioning progresses with not less than two percent (2%) of the value of the work held as retainage against post-occupancy commissioning.
    - c. Within trades which provide programmed electronic controls system, including but not limited to fire alarm, mechanical building management or controls, and security electronic controls systems, identify a line item for system acceptance testing equal to fifteen percent (15%) of the value of the work for each trade.
  3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  4. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  5. Include a separate line item in the Schedule of Values for submittals. Refer to Division 1 Section "Special Project Requirements".
  6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item within each.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  7. Schedule Updating: Update and resubmit the Schedule of Values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Enter all changes as new line items at the end of the Schedule of Values. Do not revise scheduled values for items of work subsequent to the initial pay application, except to further break-down a scheduled value if needed to provide more clarity.

**1.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for progress payment review meetings shall be the same for each month, and shall coincide with semi-monthly site meetings to permit review of the work in-place. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

**ADDITIONAL DEMO PACKAGE**

- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets or Contractor's computerized form as approved by the Owner as form for Applications for Payment, modified to additionally provide a certification signature for the Construction Manager. Submit quantity of certified copies of application as directed by Construction Manager.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned for completion prior to action is taken on the application.
1. Entries shall match data on the Schedule of Values and Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders issued before last day of construction period covered by application.
  3. Refer to Division 1 Section "Special Project Requirements" for payment retainage requirements.
- E. Preliminary Application: Not less than two days prior to each monthly progress meeting, submit electronic copies of the Payment Application for review and for comparison against the progress of the Work apparent on-site. The Architect will review the application against work in place and advise of necessary corrections necessary for the final application.
1. Plan submission of Material Location Reports to coincide with draft Payment Application submissions.
  2. Plan submission of updated Project Schedules to coincide with draft Payment Application submissions.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Refer to Division 1 Section "Special Project Requirements" for limitations on payment for stored materials.
  2. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  3. Provide supporting documentation that verifies amount requested, such as paid invoices.
  4. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials removed from storage (installed) after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested before deduction for retainage, on each item.

**ADDITIONAL DEMO PACKAGE**

2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for the construction period preceding the current application.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity on the list of subcontractors, principal suppliers and fabricators. Submit the list for Owner's approval.
  5. Waiver Forms: Submit waivers of lien on forms acceptable to the Owner.
  6. Maintain a complete list of all subcontractors on the project and distribute to the Architect and Construction Manager.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Schedule of unit prices (if applicable).
  4. Schedule of allowances (if applicable).
  5. Proposed Preliminary Construction Schedule
  6. Products list.
  7. LEED submittal for project materials cost data as applicable.
  8. Submittals Schedule (preliminary if not final).
  9. List of Contractor's staff assignments.
  10. Copy of building permit.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Certificates of insurance and insurance policies.
  13. Performance and payment bonds.
  14. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."



7. Lien waivers from lower tier suppliers and subcontractors.
8. Evidence that claims have been settled.
9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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**SECTION 013100**

**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
  - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements.
- C. Related Sections include the following:
  - 1. Division 01 Section "Summary of Work" for a description of the Work of the contract.
  - 2. Division 01 Section "Special Project Requirements" for additional requirements for coordination, project meetings, RFIs, and digital project management.
  - 3. Division 01 Section "Project Coordination Drawings" for preparing and submitting coordination drawings.
  - 4. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractors' Construction Schedule.
  - 5. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 6. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 DEFINITIONS**

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

**1.4 COORDINATION**

- A. Coordination: Construction Manager will manage multiple contractor construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of

each part of the Work. Construction Manager will manage construction operations included in different Sections that depend on each other for proper installation, connection, and operation. Coordination includes the following tasks:

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
  4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Administrative Procedures: Construction Manager will coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractors' Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Commissioning, startup and adjustment of systems.
  9. Project closeout activities.
- C. Conservation: Construction activities shall be coordinated to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

## 1.5 SUBMITTALS

- A. Subcontract List: With information from each Contractor, Construction Manager will prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list mailing and e mail addresses and telephone numbers including cell phone, home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Pre-construction Conference: Construction Manager will schedule a pre-construction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Construction Manager, authorized representatives of Owner, Architect and their consultants; Contractors and its superintendents; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Lines of communication and authority.
  - f. Use of web-based Project software.
  - g. Procedures for processing field decisions and Change Orders.
  - h. Procedures for RFIs.
  - i. Procedures for testing and inspecting.
  - j. Procedures for processing Applications for Payment.
  - k. Distribution of the Contract Documents.
  - l. Submittal procedures.
  - m. Preparation of Record Documents.
  - n. Use of the premises.
  - o. Work hours and restrictions.
  - p. Owner's occupancy requirements when applicable.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Construction waste management and recycling.
  - t. Parking availability.
  - u. Office, work, and storage areas.

- v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - y. Progress cleaning.
3. Minutes: Contractor will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Pre-installation conferences shall be required for the following areas of the project at a minimum:
    - a. Site work: Earthwork, installation of utilities, site paving and concrete
    - b. Building foundations
    - c. Underground utilities within the building
    - d. Concrete slabs: on-grade and elevated
    - e. Masonry and installation of hollow metal frames
    - f. Roofing
    - g. Metal Siding
    - h. MEP Rough In
    - i. Security Systems
    - j. Detention Doors, Frames, Furniture and Hardware
  - 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.

- t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 5. Reporting: Construction Manager shall record and distribute minutes of the meeting to each party present and to parties who should have been present.
  - 6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Construction Manager will conduct progress meetings on a biweekly basis, or at intervals as agreed among all parties. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to Construction Manager, representatives of Owner and Architect, each Contractor, major subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractors' Construction Schedule: An updated Construction Schedule shall be presented by the Contractor reviewing progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractors' Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.

- 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) RFIs.
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: Construction Manager will record and distribute the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractors' Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Construction Manager shall conduct Contractor project coordination meetings at biweekly intervals or as agreed among all parties. Project subcontractor coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to Construction Manager, representatives of Contractor, major subcontractors, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractors' Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractors' Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractors' Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Resolution of coordination conflicts.
      - 4) Status of submittals.
      - 5) Deliveries.
      - 6) Off-site fabrication.



- 7) Access.
  - 8) Site utilization.
  - 9) Temporary facilities and controls.
  - 10) Work hours.
  - 11) Safety.
  - 12) Progress cleaning.
  - 13) Quality and work standards
  - 14) RFIs.
  - 15) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
- F. Project Closeout Conference: Construction Manager will schedule and Conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Construction Manager, authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Procedures for completing and archiving we-based Project software data files.
    - d. Submittal of written warranties.
    - e. Requirements for preparing sustainable design documentation where required.
    - f. Requirements for preparing operations and maintenance data.
    - g. Requirements for delivery of maintenance stock, spare parts, and tools.
    - h. Requirements for demonstration and training.
    - i. Preparation of Contractors' punch list.
    - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - k. Submittal procedures.
    - l. Coordination of separate contracts.
    - m. Owner's partial occupancy requirements.
    - n. Installation of Owner's furniture, fixtures, and equipment.
    - o. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

**1.7 REQUESTS FOR INFORMATION/ INTERPRETATION (RFIs)**

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than a Contractor will be returned with no response. All RFIs shall be submitted through the Construction Manager for review, logging and distribution. Upon receipt, the Architect will review and respond to all RFIs. Responses shall be in writing and will be distributed to the Construction Manager and Owner by the Architect. The Construction Manager will distribute responses to Contractors.
  2. RFIs submitted directly to the Architect or Owner by a contractor, sub-contractor or supplier will be returned to the Construction Manager with no response.
  3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in your work or that of others.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Construction Manager.
  4. Name of Contractor.
  5. Name of Architect.
  6. Contractor's RFI number, numbered sequentially.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions and conditions, as appropriate.
  10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  11. Contractor's signature.
  12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. RFIs shall be submitted electronically.
1. Hard-Copy RFIs: Identify each page of attachments with the RFI number and sequential page number. Convert to PDF format for transmission.
  2. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. RFI responses will be provided as soon as reasonably possible, which will be dependent upon the research required.
1. The following RFIs will be returned without action:

- a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for coordination information already indicated in the Contract Documents.
  - d. Requests for adjustments in the Contract Time or the Contract Sum.
  - e. Requests for interpretation of Architect's actions on submittals.
  - f. Incomplete, incoherent, or unnecessary RFIs, frivolous RFIs, or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, Construction Manager will update the RFI log and immediately distribute the RFI response to affected parties. Contractors shall review response and notify Construction Manager within seven days if Contractor disagrees with response.
- F. RFI Log: Construction Manager will prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. The log will include the following:
1. Project name.
  2. Name of Construction Manager.
  3. Name of Contractor.
  4. Name of Architect.
  5. Contractor's RFI number.
  6. Construction Manager's RFI number including RFIs that were dropped and not submitted.
  7. RFI description.
  8. Date the RFI was submitted.
  9. Date Architect's response was received.
  10. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.8 DIGITAL PROJECT MANAGEMENT

- A. Web-Based Project Software: Construction Manager will provide, administer, and use web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project software site includes, at a minimum, the following features:
    - a. Compilation of Project data, including Construction Manager, Contractors, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.

**ADDITIONAL DEMO PACKAGE**

- b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
  - c. Document workflow planning, allowing customization of workflow between project entities.
  - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
  - e. Track status of each Project communication in real time, and log time and date when responses are provided.
  - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
  - g. Processing and tracking of payment applications.
  - h. Processing and tracking of contract modifications.
  - i. Creating and distributing meeting minutes.
  - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility, including smartphones and tablets.
2. Provide web-based Project software user licenses for Contractors plus Owner, Commissioning Authority, Architect, and Architect's consultants.
  3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

**SECTION 013200**

**CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
  - 5. Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

**1.3 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a graphic or spreadsheet format:
  - 1. Scheduled date for first submittal.
  - 2. Specification section numbers with title of submittals.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
  - 7. Critical path date for final release and approval.
- B. Contractors' Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

#### 1.5 QUALITY ASSURANCE

- A. Pre-scheduling Conference: Contractor will conduct a conference at Project site following start of the Work to discuss the overall project schedule and to identify critical shop drawing submittals required from the DEC..
  - 1. Review software limitations, content, and format for submissions.
  - 2. Discuss phasing, staging of the Work, interim milestone dates, and dates for Owner occupancy.

**ADDITIONAL DEMO PACKAGE**

3. Review time required for production of submittals, submittal requirements and procedures, review of schedule impacts from re-submittals.
4. Review time required for completion and equipment startup and commissioning procedures.
5. Review and finalize list of construction activities to be included in schedule.
6. Review schedule for work of separate contracts, including work by Owner.
7. Review procedures for updating schedule.

1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

PART 2 - PRODUCTS

2.1 SCHEDULE FORMAT

- A. Submit required schedules as PDF electronic files.

2.2 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals arranged in chronological order by dates required correlating with construction schedule. Include time required for review, resubmittal and second review, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate Submittals Schedule with list of contractors, subcontractors, the Schedule of Values, and Contractors' Construction Schedule.
  2. Identify priority submittals and schedule submission first to permit processing so as to keep pace with the construction schedule.
  3. Group related products within a specification division that require simultaneous review.
  4. Group other related products within a specification division when possible.
  5. Distribute dates for return of submittals to match actual need, and to reasonably distribute review work load. Show float where available to permit prioritization of returns.
  6. Initial Submittal: Submit within three weeks of notice to proceed and prior to first submittal. Show schedule for submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  7. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each building area as a separate numbered activity for each principal element of the Work.
  - 1. Activity Duration: Define activities so that no activity is longer than 30 days.
  - 2. Procurement: Include procurement process activities for long lead items and major equipment. Include submittals/resubmittals, purchasing, fabrication, delivery.
  - 3. Startup and Testing: Include realistic schedule period for start-up and testing.
  - 4. Indoor Air Quality Venting: If specified, include facility ventilation period prior to occupancy consistent with LEED EQ Credit 3.2 criteria (14,000 cubic feet/square foot floor area).
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Partial Occupancy, Substantial Completion, and Final Completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence within the next three weeks. Identify issues that need immediate resolution. Prepare for presentation at regular construction meetings.
- G. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network so that it can be accepted no later than the submission of the second Application for Payment.
  - 2. Prepare a list of all activities required to complete the Work.
    - a. Indicate the estimated time duration, sequence requirements, and relationships of each activity in relation to other activities. Include time frames for submittals, mobilization, materials purchase, fabrication, delivery, installation, testing and commissioning, punch list inspection.



**ADDITIONAL DEMO PACKAGE**

3. Critical Path Activities: Identify critical path activities including those for interim completion dates.
  4. Process data to produce a computer drawn time scaled network of activities. Revise and reorganize as often as necessary to produce a schedule compliant with the Contract Time. Scheduled start and completion dates shall be consistent with the Contract dates.
  5. Format: Locate the critical path for the project and clearly mark on the schedule, indicating which activities are on the critical path. Sub-networks for activities that are off of the critical path may be on separate pages. Indicate float for each scheduled activity at front and back of each. Highlight any activity which has zero float.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**

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**SECTION 014000**

**QUALITY REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractors of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractors' quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractors to provide quality-control services required by Construction Manager, Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 2 through 38 Sections for specific delegated design, and test and inspection requirements.

**1.3 DEFINITIONS**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate whether completed construction complies with requirements.

Services do not include contract enforcement activities performed by the Construction Manager and Architect.

- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation. Mockups establish the standard by which the Work will be judged. Refer to Division 1 Section "Submittal Procedures" for requirements.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of a Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

#### 1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.6 SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional

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licensed in the project jurisdiction, for each product and system specifically assigned to a Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

D. Schedule of Tests and Inspections: Prepare in tabular form and submit a schedule of tests and inspections. Include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

E. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

F. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

**1.7 CONTRACTOR'S QUALITY-CONTROL PLAN**

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

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- B. **Quality-Control Personnel Qualifications:** Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. **Submittal Procedure:** Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. **Testing and Inspection:** In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. **Continuous Inspection of Workmanship:** Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. **Monitoring and Documentation:** Maintain testing and inspection reports including log of approved and rejected results. Include work Construction Manager or Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

**1.8 QUALITY ASSURANCE**

- A. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing

engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- I. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- J. Pre-construction Testing: Testing agency shall perform pre-construction testing for compliance with specified requirements for performance and test methods.
1. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Construction Manager and Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Construction Manager.
  2. Notify Construction Manager and Architect not less than seven days in advance of dates and times when mockups will be constructed by submitting a transmittal for the mock-up as a product sample submittal.

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3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction. Approval will be recorded as a return submittal.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

**1.9 QUALITY CONTROL**

**A. Owner Responsibilities:**

1. Owner will engage a qualified independent testing agency to perform testing services.
2. Payment for these services will be made by Owner through the Construction Manager.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to responsible Contractor without reimbursement.

**B. Contractor Responsibilities:**

1. For tests and inspections specified as the responsibility of the Contractor, provide these services. Engage a qualified testing agency to perform these quality-control services.
  - a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
  - b. Payment for these services will be made by the Contractor.
2. For all required tests, notify Construction Manager and testing agency at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

**C. Special Tests and Inspections: Owner will engage testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.**

1. Testing agency will notify Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Construction Manager with copy to Architect, Contractor, and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work.

**D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.**



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- E. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. **Retesting/Re-inspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- G. **Testing Agency Responsibilities:** Cooperate with Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in triplicate, of each test, inspection, and similar quality-control service.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- H. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify testing agency to permit coordination with the testing agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspecting equipment at Project site.
- I. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- J. **Schedule of Tests and Inspections:** Assist in the Construction Manager's preparation of a preliminary schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Cooperate with the testing agent to finalize scheduled testing requirements. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Construction Manager will distribute schedule to Owner, testing agencies, Contractor and each other party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

**SECTION 014200**

**REFERENCES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

**1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

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bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

**1.4 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  - 8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org)
  - 9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  - 24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).

25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWWA - American Water Works Association; [www.awwa.com](http://www.awwa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
65. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).

69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
113. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).

**ADDITIONAL DEMO PACKAGE**

114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
118. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
121. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
124. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
125. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
126. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
127. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
128. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
129. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
130. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
131. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
133. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
134. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
135. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
136. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
137. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
138. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
139. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
140. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
141. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
142. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
143. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
144. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
145. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
146. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
147. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
150. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
151. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
154. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
155. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
156. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
157. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
158. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).



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159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
160. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
161. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
162. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); <http://www.plasa.org>.
164. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
165. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
166. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
167. SAE - SAE International; [www.sae.org](http://www.sae.org).
168. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
169. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
170. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
171. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
174. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
175. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
177. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
178. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
179. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
180. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
181. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
182. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
183. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
184. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
185. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
186. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
187. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
188. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
193. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
194. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
195. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
196. UL - Underwriters Laboratories Inc.; <http://www.ul.com>.
197. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
198. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
199. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
200. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
201. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
202. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
203. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).



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204. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
205. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
206. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
207. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).

**ADDITIONAL DEMO PACKAGE**

2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
  - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

**SECTION 015000**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Section 012100 "Allowances" for allowance for metered use of temporary utilities.

**1.3 USE CHARGES**

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use. Provide connections and extensions of services as required for construction operations.
- G. Sewer, Water, and Electric Power Service: Use charges are specified in Section 011200 "Multiple Contract Summary."

**1.4 INFORMATIONAL SUBMITTALS**

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
  - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  - 3. Indicate methods to be used to avoid trapping water in finished work.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.
  - 5. Other dust-control measures.
- G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:
  - 1. Methods used to meet the goals and requirements of the Owner.
  - 2. Concrete cutting method(s) to be used.
  - 3. Location of construction devices on the site.
  - 4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.

**ADDITIONAL DEMO PACKAGE**

5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.
6. Indicate locations of sensitive equipment areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.

**1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

**1.6 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.
- D. Wood Enclosure Fence: Plywood, 6 feet (1.8 m) high, framed with four 2-by-4-inch (50-by-100-mm) rails, with preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.

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- E. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.
- F. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches (914 by 1524 mm).
- G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

**2.2 TEMPORARY FACILITIES**

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Field Offices: Owner will provide conditioned interior space for field offices for duration of Project.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of **10** individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

**2.3 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

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1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of **8** at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

**PART 3 - EXECUTION**

**3.1 TEMPORARY FACILITIES, GENERAL**

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

**3.2 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

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2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

**3.3 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  1. Connect temporary sewers to private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.
- F. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  1. Connect temporary service to Owner's existing power source, as directed by Owner.



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- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment one land-based telephone line(s) for each field office.
  - 1. Provide additional telephone lines for the following:
    - a. Provide one telephone line(s) for Owner's use.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  
- K. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.
  
- L. Project Computer: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
  - 1. Processor: Intel Core i5 or i7.
  - 2. Memory: 16 gigabyte.
  - 3. Disk Storage: 1-terabyte hard-disk drive and combination DVD-RW/CD-RW drive.
  - 4. Display: 24-inch (610-mm) LCD monitor with 256-Mb dedicated video RAM.
  - 5. Full-size keyboard and mouse.
  - 6. Network Connectivity: 10/100BaseT Ethernet.
  - 7. Operating System: Microsoft Windows 10 Professional.
  - 8. Productivity Software:
    - a. Microsoft Office Professional, 2013 or higher, including Word, Excel, and Outlook.
    - b. Adobe Reader DC.
    - c. WinZip 10.0 or higher.
  - 9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
  - 10. Internet Service: Broadband modem, router, and ISP, equipped with hardware firewall, providing minimum 10.0 -Mbps upload and 15-Mbps download speeds at each computer.

**ADDITIONAL DEMO PACKAGE**

11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 2 terrabytes, with automated backup software providing daily backups.

**3.4 SUPPORT FACILITIES INSTALLATION**

**A. Comply with the following:**

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary field offices.
3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

**B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.**

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

**C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.**

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 321216 "Asphalt Paving."

**D. Traffic Controls: Comply with requirements of authorities having jurisdiction.**

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

**E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.**

**F. Storage and Staging: Use designated areas of Project site for storage and staging needs.**

**ADDITIONAL DEMO PACKAGE**

- G. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- H. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs, so they are legible at all times.
- I. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- J. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- K. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.

**3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings] [requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

**ADDITIONAL DEMO PACKAGE**

- K. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

**3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove

**ADDITIONAL DEMO PACKAGE**

soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

**END OF SECTION 015000**

**SECTION 017300**

**EXECUTION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination and support of other contractors hired by the Owner to install specific systems.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittal Procedures" for submitting surveys.
3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**1.3 SUBMITTALS**

- A. Qualification Data: For professional engineer to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.



**3.2 PREPARATION**

- A. **Field Measurements:** Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. **Space Requirements:** Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. **Review of Contract Documents and Field Conditions:** Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect through the Construction Manager. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on "Request for Interpretation/ Information" Form.

**3.3 CONSTRUCTION LAYOUT**

- A. **Verification:** Before proceeding to layout the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. **General:** Engage a professional surveyor to layout the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. **Site Improvements:** Locate and layout site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. **Building Lines and Levels:** Locate and layout control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. **Record Log:** Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

**3.4 FIELD ENGINEERING**

- A. Identification: Identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Construction Manager and Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

**3.5 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, conduit, and wiring in finished areas, unless otherwise indicated. Obtain written authorization to expose items prior to installation.
  - 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling. Obtain written authorization to install items below this height.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

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- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make similar joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Except where sealant or grout joints are indicated, fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- I. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
  2. Excessive internal or external pressures.
  3. Excessively high or low temperatures.
  4. Thermal shock.
  5. Excessively high or low humidity.
  6. Air contamination or pollution.
  7. Water or ice.
  8. Solvents.
  9. Chemicals.
  10. Light.
  11. Radiation.
  12. Puncture.
  13. Abrasion.
  14. Heavy traffic.
  15. Soiling, staining and corrosion.
  16. Bacteria.
  17. Rodent and insect infestation.
  18. Combustion.
  19. Electrical current.
  20. High speed operation,
  21. Improper lubrication,
  22. Unusual wear or other misuse.
  23. Contact between incompatible materials.
  24. Destructive testing.
  25. Misalignment.
  26. Excessive weathering.
  27. Unprotected storage.
  28. Improper shipping or handling.
  29. Theft.
  30. Vandalism.

**3.6 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily in accordance with OSHA requirements. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**3.7 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

**3.8 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

**3.9 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

**END OF SECTION 017300**

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**SECTION 017419**

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Salvaging non-hazardous construction waste.
  - 2. Recycling non-hazardous construction waste.
  - 3. Disposing of non-hazardous construction waste.
- B. Related Sections include the following:
  - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.
  - 2. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.
  - 3. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

**1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- D. Salvage: Recovery of construction waste and subsequent sale or reuse in another facility.
- E. Salvage and Reuse: Recovery of construction waste and subsequent incorporation into the Work.

**1.4 PERFORMANCE GOALS**

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 50 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous construction waste as possible including the following materials:
  - 1. Construction Waste:
    - a. Site-clearing waste.
    - b. Masonry and CMU.
    - c. Lumber.
    - d. Wood sheet materials.
    - e. Wood trim.
    - f. Metals.
    - g. Piping.
    - h. Electrical conduit.
    - i. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
      - 1) Paper.
      - 2) Cardboard.
      - 3) Boxes.
      - 4) Plastic sheet and film.
      - 5) Polystyrene packaging.
      - 6) Wood crates.
      - 7) Plastic pails.

**1.5 SUBMITTALS**

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice to Proceed.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit 3 copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

**PART 2 - PRODUCTS - (Not Used)**

**PART 3 - EXECUTION**

**3.1 PLAN IMPLEMENTATION**

- A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.



**ADDITIONAL DEMO PACKAGE**

1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  1. Distribute waste management plan to everyone concerned within 3 days of submittal return.
  2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

**3.2 RECYCLING CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  4. Store components off the ground and protect from the weather.
  5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

**3.3 RECYCLING CONSTRUCTION WASTE**

- A. Packaging:
  1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
  - B. Site-Clearing Wastes: Chip brush, branches, and trees.
    1. Comply with requirements in Division 32 Section "Plants" for use of chipped organic waste as organic mulch.
  - C. Wood Materials:
    1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
    2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
      - a. Comply with requirements in Division 32 Section "Plants" for use of clean sawdust as organic mulch.
- 3.4 DISPOSAL OF WASTE
- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
    1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
    2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - B. Burning: Do not burn waste materials.
  - C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

**END OF SECTION 017419**

**SECTION 017700**

**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
  - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

**1.3 DEFINITIONS**

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

**1.4 ACTION SUBMITTALS**

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

**1.5 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Perform preventive maintenance on equipment used prior to Substantial Completion.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
4. Advise Owner of changeover in utility services.
5. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
7. Complete final cleaning requirements.
8. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."

**ADDITIONAL DEMO PACKAGE**

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
  5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

**1.9 LIST OF INCOMPLETE ITEMS**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect
    - d. Name of Contractor.
    - e. Page number.
  2. Submit list of incomplete items in the following format:
    - a. PDF Electronic File: Architect will return annotated file.
    - b. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls." and 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

**END OF SECTION 017700**

**SECTION 017839**

**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. General: Record documents indicated below may be submitted together on USB digital media provided that three complete drives are provided with complete matching documents.
- B. Record Drawings: Comply with the following:
  - 1. Initial Submittal: Submit one set(s) half-size of marked-up Record Drawings. Print each drawing, whether or not changes and additional information were recorded. Architect will review and mark whether general scope of changes recorded is acceptable. Architect will return prints for organizing into sets for printing, binding and final submittal.
  - 2. Final Submittal
    - a. Reproduce and submit one full size bound set and one half-size bound set of Record Drawing. Plot and print each Drawing, whether or not changes and additional information were recorded. Bind half size set with a durable front and back cover and binding. Submit full size set unbound.
  - 3. Submit 3 labeled CD, DVD data discs or USB memory drives with Drawings in Adobe PDF format and in AutoCAD or Revit 2016. Label PDF files with document Number and Title.

- C. Record Specifications:
1. Submit Project's Specifications, including addenda and contract modifications marked or edited into specs.
  2. Submit 3 labeled CD, DVD or USB memory drives with Project's Specifications, including addenda and contract modifications marked or edited into specs, all in Adobe PDF format. Label files with specifications by division or section numbers and headings.
- D. Record Product Data: Submit each Product Data submittal in Adobe PDF format.
1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.
  2. Submit 3 labeled CD, DVD data discs or USB memory drives with Product Data documents in Adobe PDF format. Label PDF files with document Number and Title.
- E. Record Communications: Submit all Record Communications in Adobe PDF format.
1. Submit 3 labeled CD, DVD data discs or USB memory drives with communications documents in Adobe PDF format. Provide separate files for different types of communications and include all attachments.
  2. Include Supplemental Instructions/ Proposal Requests, Proposals, Change Orders, Requests-for-Information, Letters, Claims, Meeting Notes, etc.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Drawings: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings current at the project site to be the project Record Drawings.
1. Architect Issued Drawings: Architect will issue full scale PDF drawing sheets for Supplemental Instructions. Maintain project Record Drawing set current by inserting or replacing drawing sheets as issued/approved by Change Order. Transfer site marked documentation to most current issued drawing sheet at time of insertion into construction Record Drawings set.
  2. Preparation: Mark Record Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Drawings.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.



3. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  4. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  5. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  6. Mark important additional information that was either shown schematically or omitted from original Drawings.
  7. Note Supplemental Instruction, Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable. Where sketches are issued to illustrate a clarification in the work, it is acceptable to paste applicable drawings onto a blank drawing sheet within the Record Drawings.
- B. Format: Identify and date each Record Drawing page; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Drawings: Organize Record Drawings into manageable sets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Construction Manager where applicable.
    - e. Name of Contractor.
  3. Scan drawings to create Adobe Acrobat PDF files for each drawing sheet.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications manually or electronically (PDF) to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

**ADDITIONAL DEMO PACKAGE**

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected. Contractor option: Markings and revisions may be done within PDF electronic version of specifications provided markings are differentiated from original text.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data by cross reference.
5. Note related Change Orders and Supplemental Instructions and Record Drawings where applicable.
6. Scan record specifications to create Adobe Acrobat PDF files for each specification with file names matching specification titles. Record Specifications marked in PDF format can be submitted directly.

**2.3 RECORD PRODUCT DATA (MANUFACTURER PROVIDED) – NOT USED**

**PART 3 - EXECUTION**

**3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

**END OF SECTION 017839**

**SECTION 024116**

**STRUCTURE DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Removing below-grade construction.
  - 2. Disconnecting, capping or sealing, and removing site utilities.
  - 3. Salvaging items for reuse by Owner.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for use of the premises and phasing requirements.
  - 2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
  - 3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

**1.4 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

- 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review structural load limitations of existing structures.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.
  - 5. Review procedures for noise control and dust control.
  - 6. Review procedures for protection of adjacent buildings.
  - 7. Review items to be salvaged and returned to Owner.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

- 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.

- B. Schedule of Building Demolition Activities: Indicate the following:

- 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping or re-routing of utility services.

- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.

- D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will not be occupied.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before building demolition, Owner will remove the following items:
    - a. Confirm items to be salvaged with Owner.
- D. Hazardous Materials: Asbestos containing materials (ACM) were removed during initial remediation and demolition. PCB-containing light ballasts were also removed. The presence of lead paint is unknown.
- E. On-site storage or sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.2 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

PART 3 - EXECUTION

3.1 DEMOLITION CONTRACTOR

- A. Demolition Contractor:
  - 1. TBD.

**3.2 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Inventory and record the condition of items to be removed and salvaged.

**3.3 PREPARATION**

- A. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

**3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Owner will arrange to shut off utilities when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
  - 5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

**3.5 PROTECTION**

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished as required.
  - 1. Strengthen or add new supports when required during progress of demolition.
  - 2. It is not required that only one floor of a multi-story building be demolished at one time.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  - 6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  - 7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

**3.6 DEMOLITION, GENERAL**

- A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least two hours after flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

### 3.7 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Salvage: Items to be removed and salvaged are indicated below:
1. TBD by Owner.
- D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- E. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.



**3.8 SITE RESTORATION**

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 312000 "Earth Moving."
- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Provide loam and hydroseed in areas of demolished construction.

**3.9 REPAIRS**

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

**3.10 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

**3.11 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

**END OF SECTION 024116**

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**

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**SECTION 311000**

**SITE CLEARING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, and removing site utilities and/or abandoning site utilities in place.
8. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

C. Related Requirements:

1. Section 01500 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

**1.3 DEFINITIONS**

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

**1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

**1.5 MATERIAL OWNERSHIP**

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs or video recordings.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Rock stockpiling program.
- D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
- E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

**1.7 QUALITY ASSURANCE**

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
- B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify Dig Safe System for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### 3.3 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
  - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.
  - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.
- F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition".

### 3.4 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

### 3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

**3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Burning tree, shrub, and other vegetation waste is permitted according to burning requirements and permitting of authorities having jurisdiction. Control such burning to produce the least smoke or air pollutants and minimum annoyance to surrounding properties. Burning of other waste and debris is prohibited.
- C. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

**END OF SECTION 311000**

**DOWNEAST CORRECTIONAL FACILITY  
MACHIASPORT, MAINE**

**MARCH 1, 2022  
ISSUED FOR BID  
ADDITIONAL DEMO PACKAGE**



# MAINE DEPARTMENT OF CORRECTIONS DOWNEAST CORRECTIONAL FACILITY DEMOLITION BID SET

64 BASE ROAD  
MACHIASPORT, MAINE 04655

PROJECT ISSUE STATUS: ISSUED FOR BID  
PROJECT ISSUE DATE : MARCH 1, 2022

### DRAWING LIST

G1001 COVER SHEET + SITE PLAN

AD17-1 BUILDING 17 DEMOLITION PLAN AND EXTERIOR PHOTOS  
AD17-2 BUILDING 17 INTERIOR DEMOLITION PHOTOS

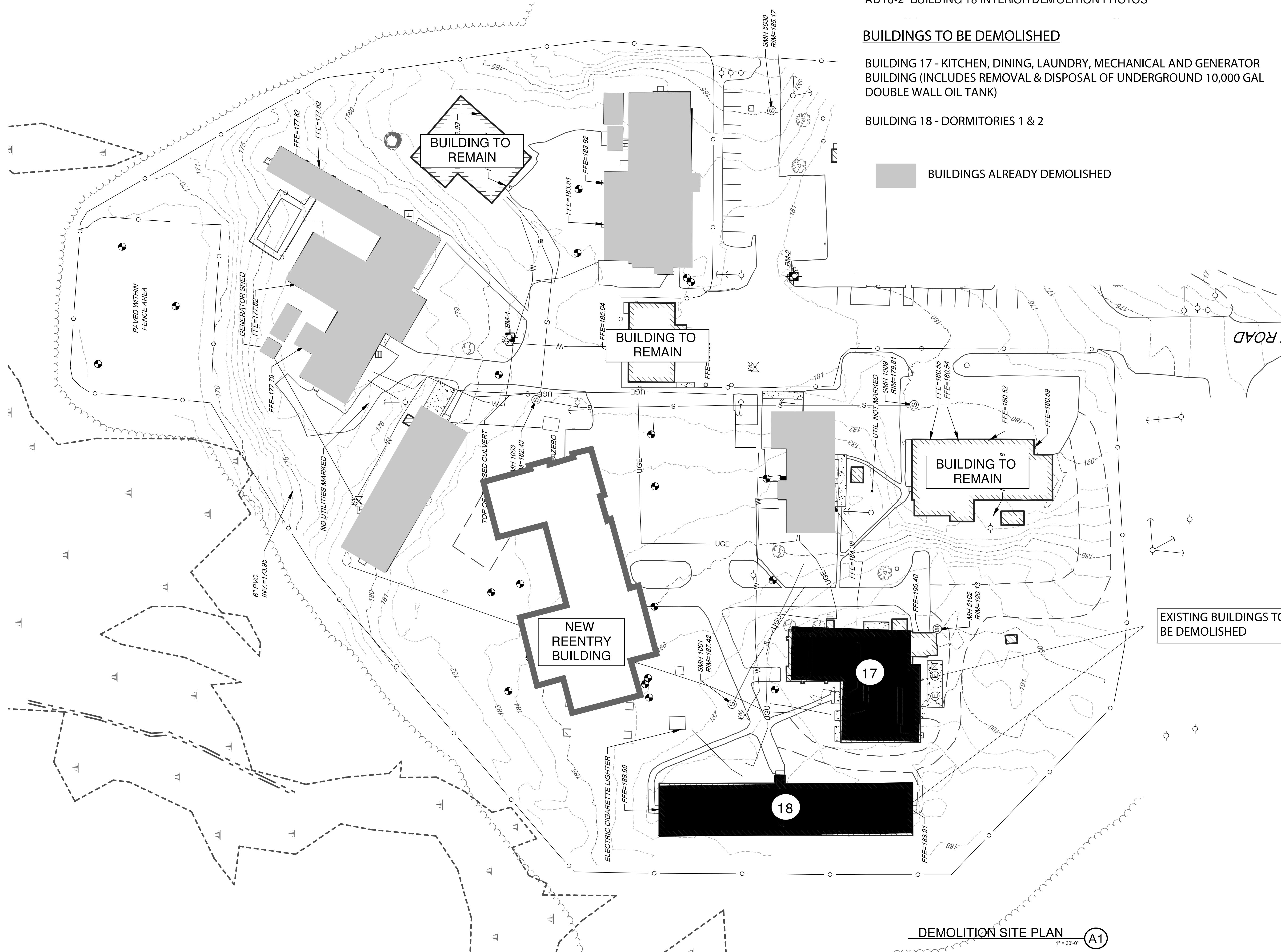
AD18-1 BUILDING 18 DEMOLITION PLAN AND EXTERIOR PHOTOS  
AD18-2 BUILDING 18 INTERIOR DEMOLITION PHOTOS

### BUILDINGS TO BE DEMOLISHED

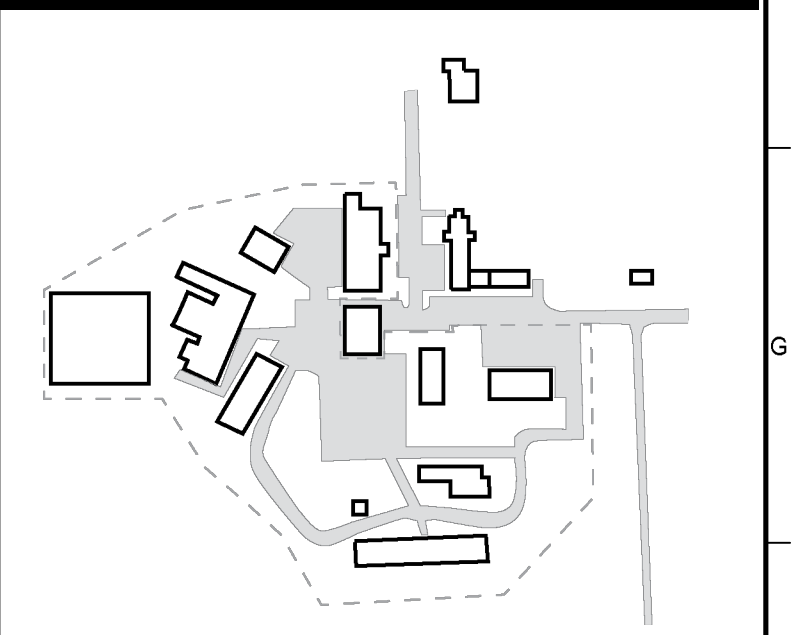
BUILDING 17 - KITCHEN, DINING, LAUNDRY, MECHANICAL AND GENERATOR BUILDING (INCLUDES REMOVAL & DISPOSAL OF UNDERGROUND 10,000 GAL DOUBLE WALL OIL TANK)

BUILDING 18 - DORMITORIES 1 & 2

BUILDINGS ALREADY DEMOLISHED



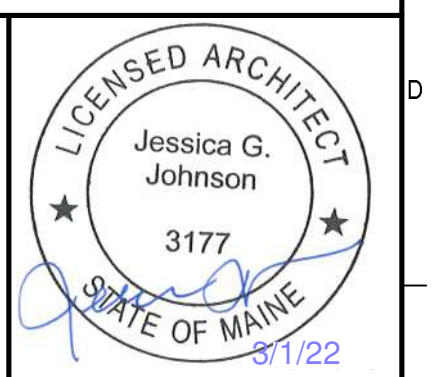
- #### DEMOLITION NOTES
1. PROTECT ALL BUILDINGS, SITE AMENITIES, AND EQUIPMENT UNLESS NOTED FOR DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL FINISHES, MATERIALS AND EQUIPMENT DAMAGED DURING CONSTRUCTION.
  2. DIMENSIONS INDICATED ± ARE EXISTING CONDITION DIMENSIONS TO BE VERIFIED IN FIELD.
  3. CONTRACTOR TO HOLD A PRE-DEMOLITION MEETING WITH OWNER, CONSTRUCTION MANAGER, SUB CONTRACTORS, ETC. PRIOR TO BEGINNING DEMOLITION WORK TO REVIEW POLICIES, NOISE CONTROL MEASURES, ETC.
  4. CLEARLY IDENTIFY AND TAG MECHANICAL, PLUMBING AND ELECTRICAL FIXTURES OR EQUIPMENT THAT ARE STILL IN USE PRIOR TO DEMOLITION TO AVOID ACCIDENTAL REMOVAL.
  5. SEE SPECIFICATIONS AND APPENDIX A FOR MORE INFORMATION REGARDING HAZARDOUS MATERIALS AND ABATEMENT REQUIREMENTS.
  6. SELECTIVE DEMOLITION IS REQUIRED BY DEMOLITION CONTRACTOR PRIOR TO ABATEMENT TO REMOVE MATERIALS TO ACCESS ASBESTOS CONTAINING MATERIAL ABOVE CEILINGS, BEHIND WALLS, ROOF CONDITIONS, ETC.
- SELECTIVE DEMOLITION:**  
 REMOVE EXISTING CEILINGS AND WALLS AS REQUIRED TO ACCESS ASBESTOS CONTAINING PIPE LENGTH AND ELBOW COVERING AS DOCUMENTED IN APPENDIX A.
- CMU WALLS AT PERIMETER CAN BE DEMOLISHED FROM OUTSIDE WITH ASBESTOS CONTAINING MASTIC AS DOCUMENTED IN APPENDIX A.**



LOCUS MAP

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ISSUED FOR BID  
03-01-22  
CURRENT ISSUE STATUS:



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY **SMRT**

MDOC - DCF  
MEN'S REENTRY CENTER

MACHIASPORT, ME

DEMOLITION SITE PLAN

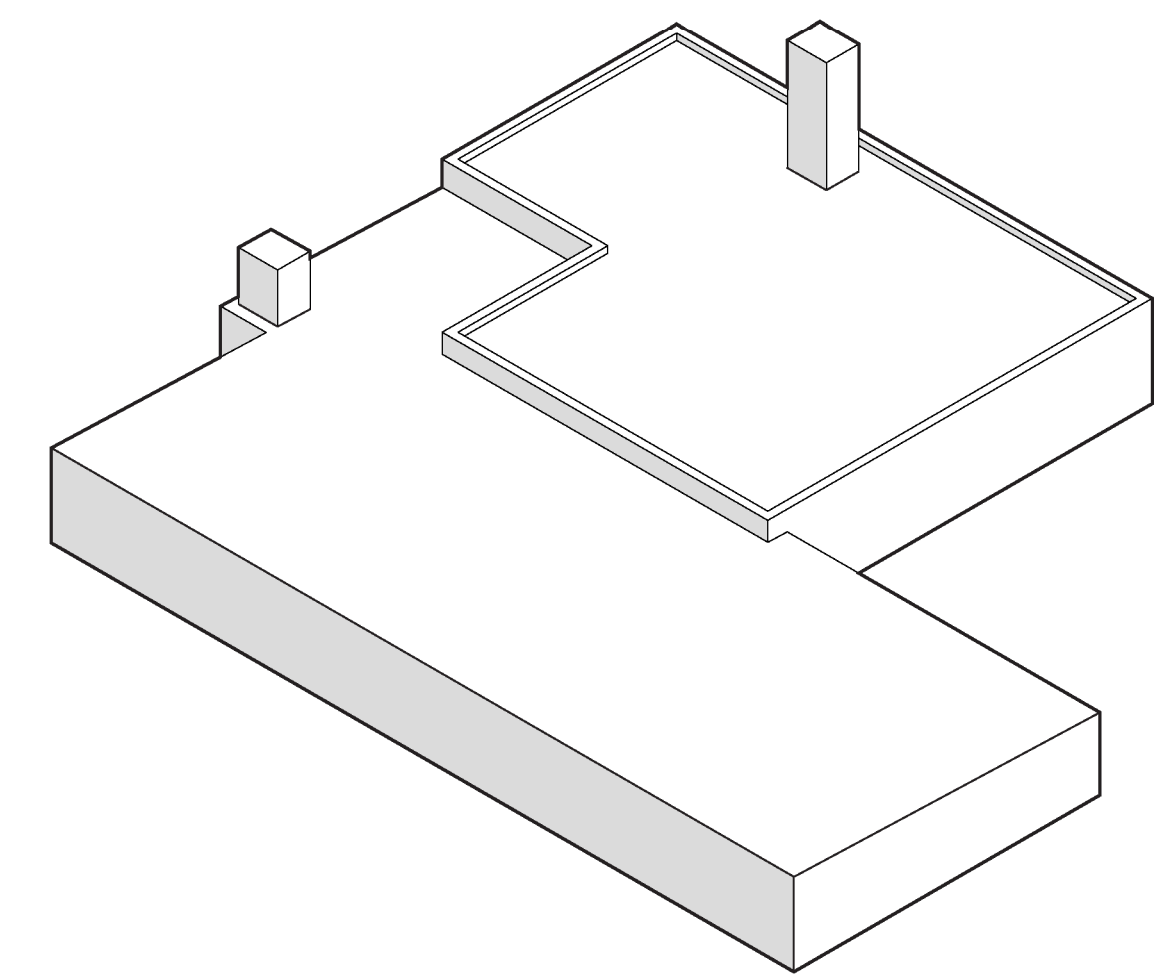
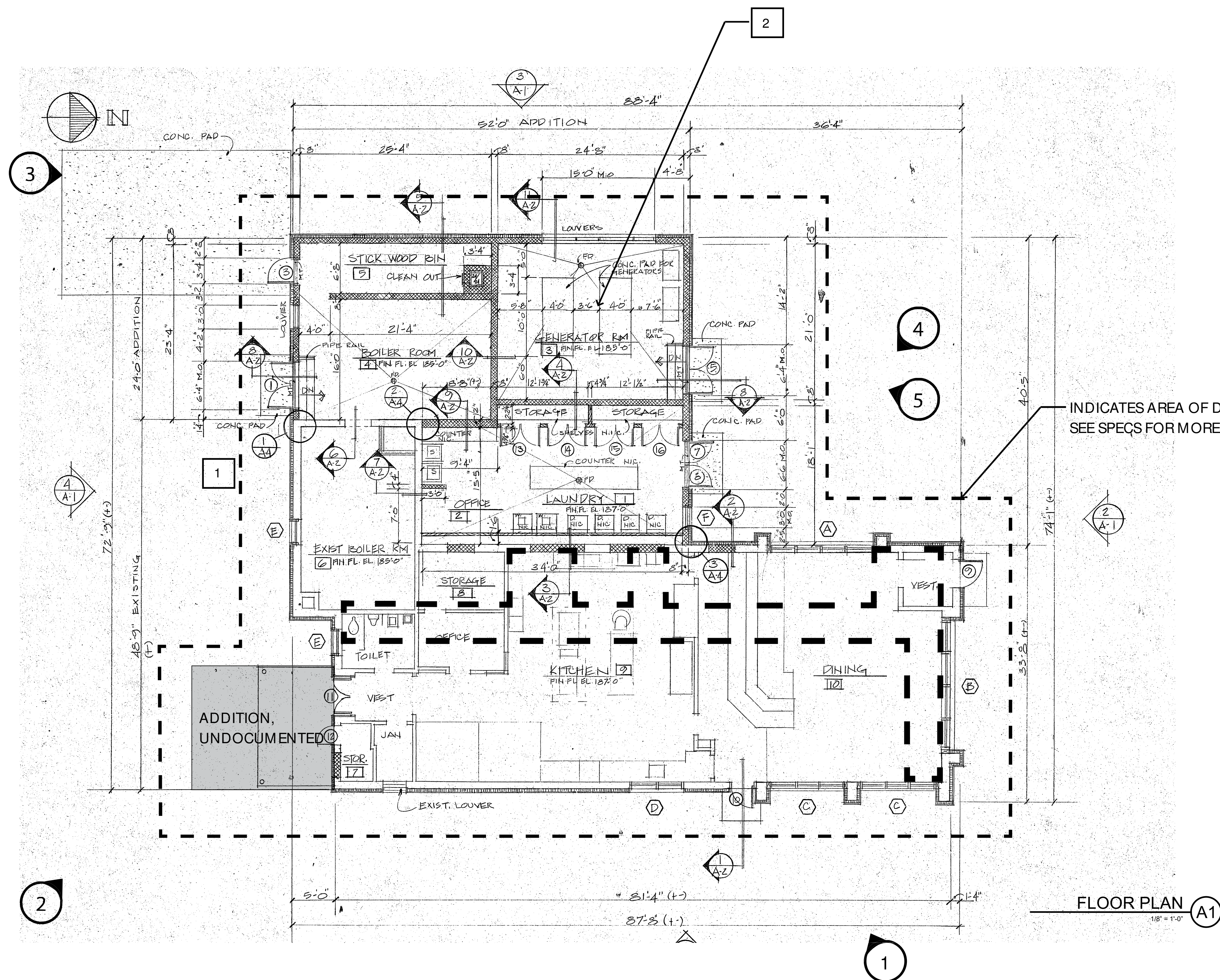
SHEET TITLE:

SCALE: AS NOTED

PROJECT MANAGER: PROJECT NO: 19176-00  
A/E OF RECORD: A-101  
JOB CAPTAIN:  
DRAWN BY:  
SMRT FILE: AE-19176-00 SHEET No. 03/01/22 SMRT 101

DEMOLITION SITE PLAN (A1)  
1" = 30'-0"





**BUILDING 17 LAUNDRY, DINING, MECHANICAL & GENERATOR ROOMS**

YEAR OF CONSTRUCTION: 1960  
 DATE OF LAST RENOVATION: 1986  
 BUILDING FOOTPRINT: +/- 4,940  
 NUMBER OF STORIES: 1  
 EXTERIOR WALL CONSTRUCTION: CMU BLOCK WITH 3" RIGID FOAM AND COATED WITH INSULCRETE  
 ROOF FRAMING: METAL BAR JOIST  
 INTERIOR WALLS: STUD FRAMING WITH GWB AND CMU  
 CEILING FINISHES: PLYWOOD, DRYWALL, FRP  
 FLOOR FINISHES: TILE, QUARRY TILE, EXPOSED SLAB  
 NOTES:

1. NO REMAINING REFRIGERANT IN BUILDING 17.
2. ACM REMOVED DURING INITIAL REMEDIATION AND DEMOLITION. PCB-CONTAINING LIGHT BALLASTS WERE ALSO REMOVED.
3. PRESENCE OF LEAD PAINT IS UNKNOWN.

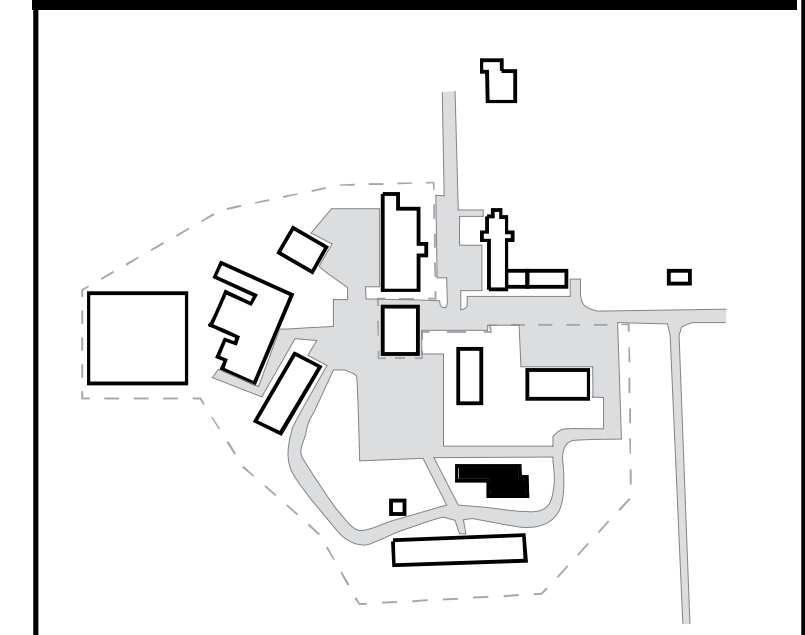
**DEMOLITION KEY NOTES:**

- 1 INCLUDE REMOVAL AND DISPOSAL OF UNDERGROUND 10,000 GAL DOUBLE WALL OIL TANK WITH (APPROX. 9") CONCRETE SLAB OVER IT DRAINED TO APPROX. 1" OFF BOTTOM.
- 2 EXISTING GENERATORS TO BE REMOVED AND RETURNED TO OWNER.



**DEMOLITION NOTES**

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2. DIMENSIONS INDICATED ± ARE EXISTING CONDITION DIMENSIONS TO BE VERIFIED IN FIELD.
3. CONTRACTOR TO HOLD A PRE-DEMOLITION MEETING WITH OWNER, CONSTRUCTION MANAGER, SUB CONTRACTORS, ETC. PRIOR TO BEGINNING DEMOLITION WORK TO REVIEW POLICIES, NOISE CONTROL MEASURES, ETC.
4. CLEARLY IDENTIFY AND TAG MECHANICAL, PLUMBING AND ELECTRICAL FIXTURES OR EQUIPMENT THAT ARE STILL IN USE PRIOR TO DEMOLITION TO AVOID ACCIDENTAL REMOVAL.



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 SMRT Architects and Engineers  
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 Portland, Maine 04104

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**MDOC - DCF  
 MEN'S REENTRY CENTER**

MACHIASPORT, ME  
**DEMOLITION PLAN**

SHEET TITLE:

SCALE: AS NOTED  
 PROJECT NO: 19176-00  
 A/E OF RECORD:  
 JOB CAPTAIN:  
 DRAWN BY:  
 SMRT FILE: AE-19176-00 SHEET No. **AD17-1**





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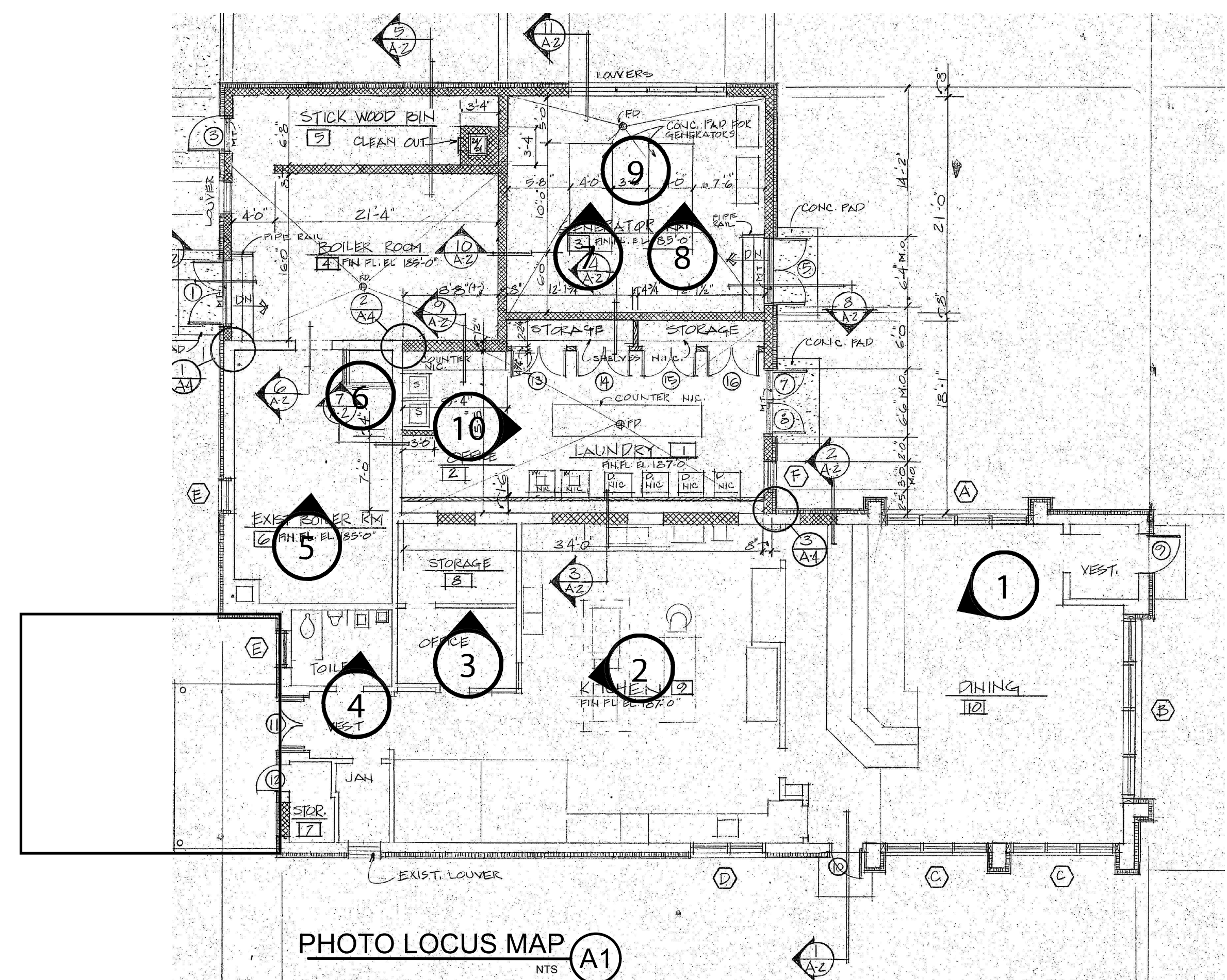
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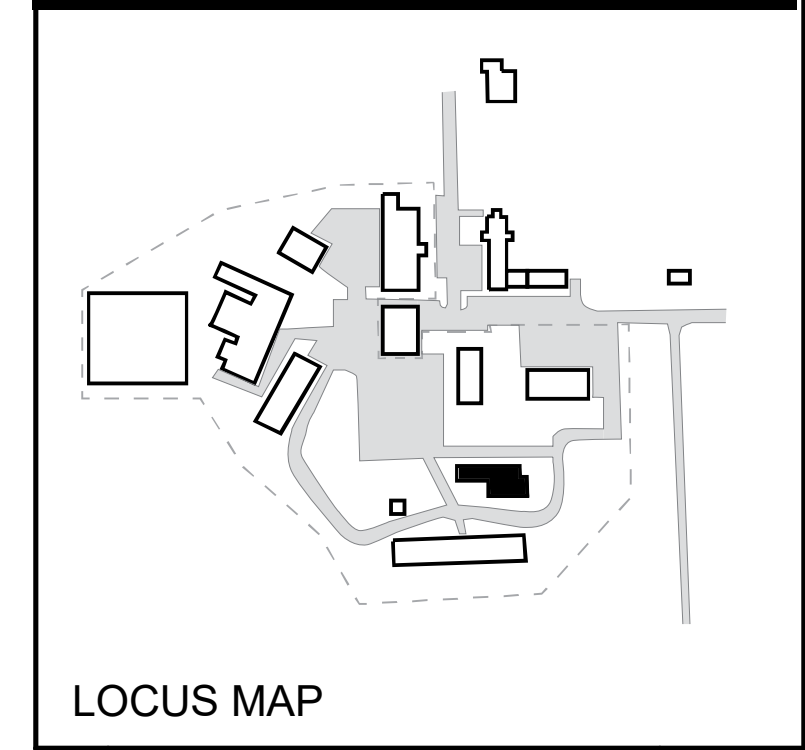


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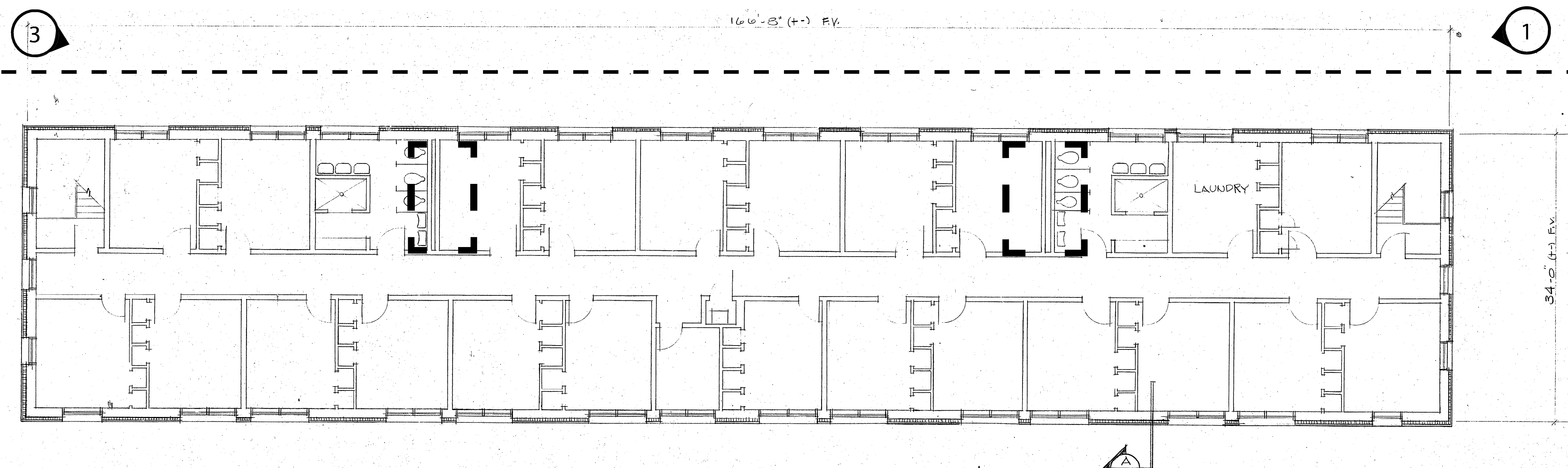
**MDOC - DCF**  
**MEN'S REENTRY CENTER**  
MACHIASPORT, ME

**INTERIOR DEMO PHOTOS**

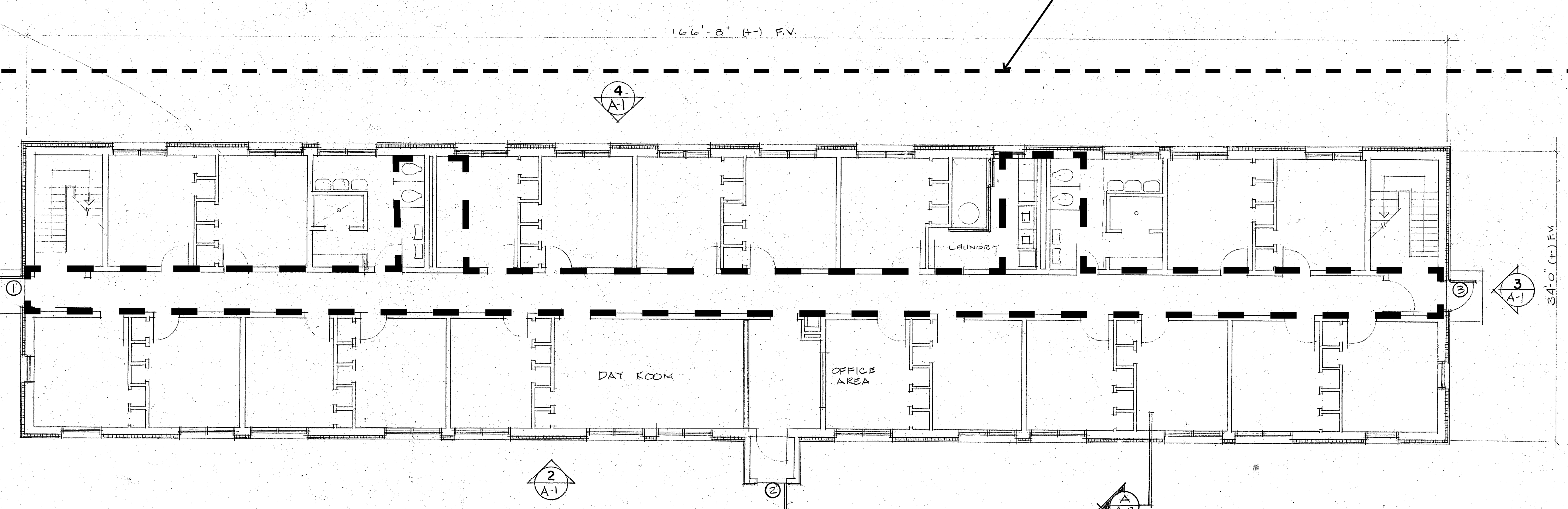
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| DRAWN BY:        | SMRT FILE: AE-19176-00 |
| SHEET No.:       | SHEET No.:             |

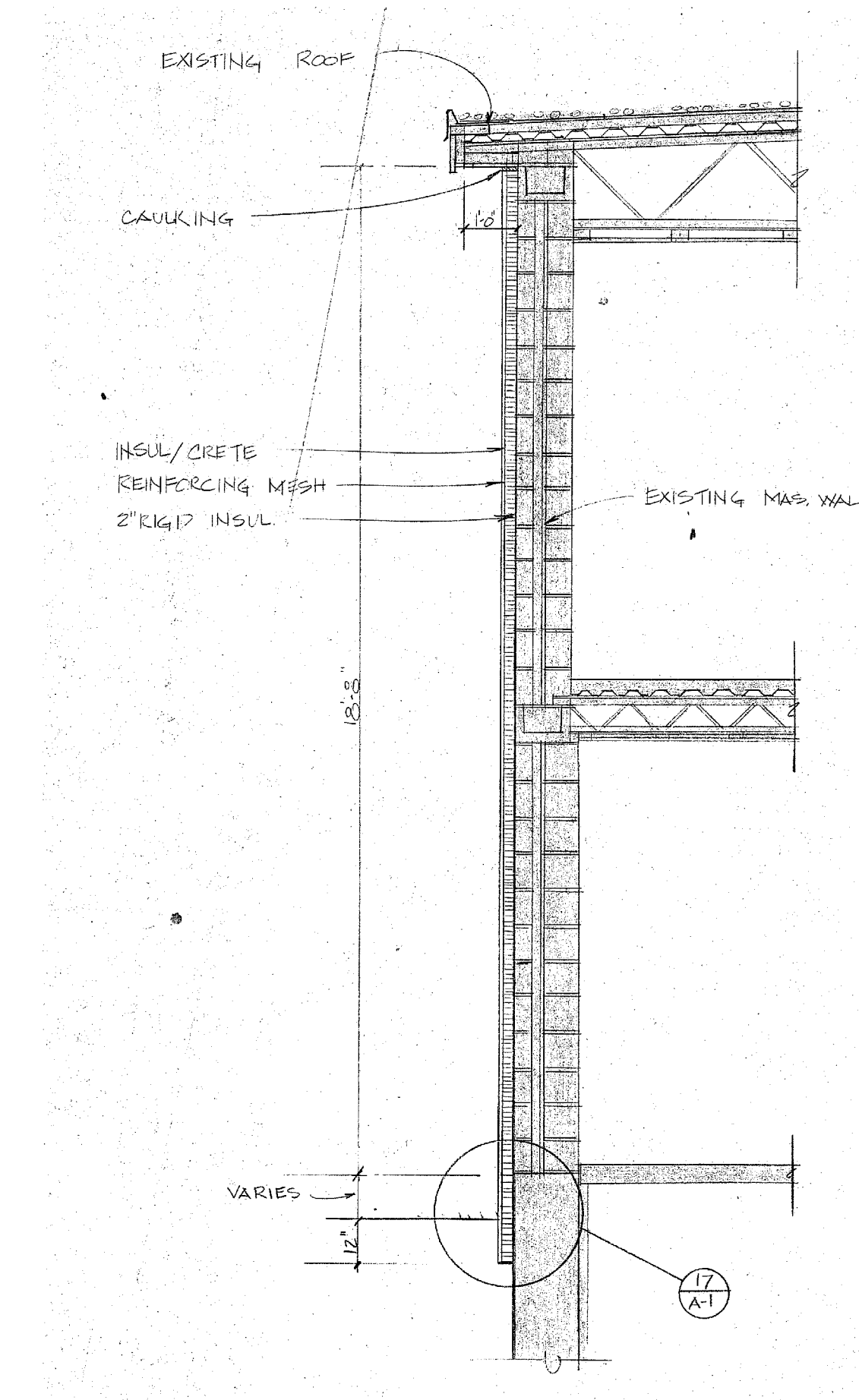




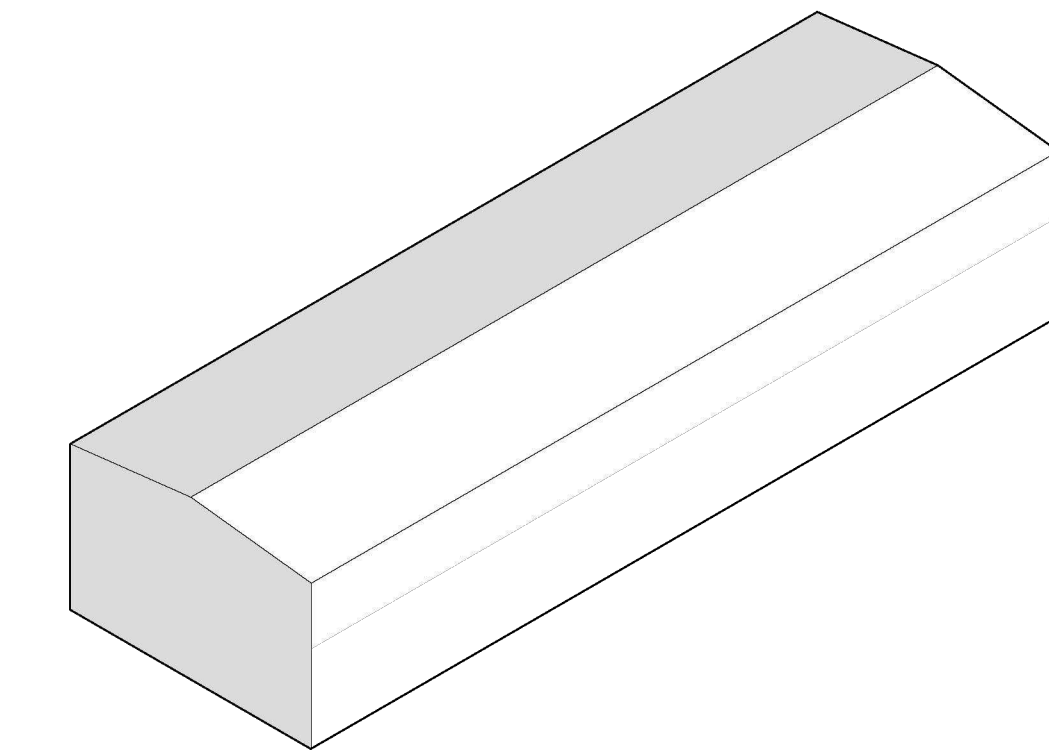
SECOND FLOOR PLAN  
1/8" = 1'-0" A1



FIRST FLOOR PLAN  
1/8" = 1'-0" A1



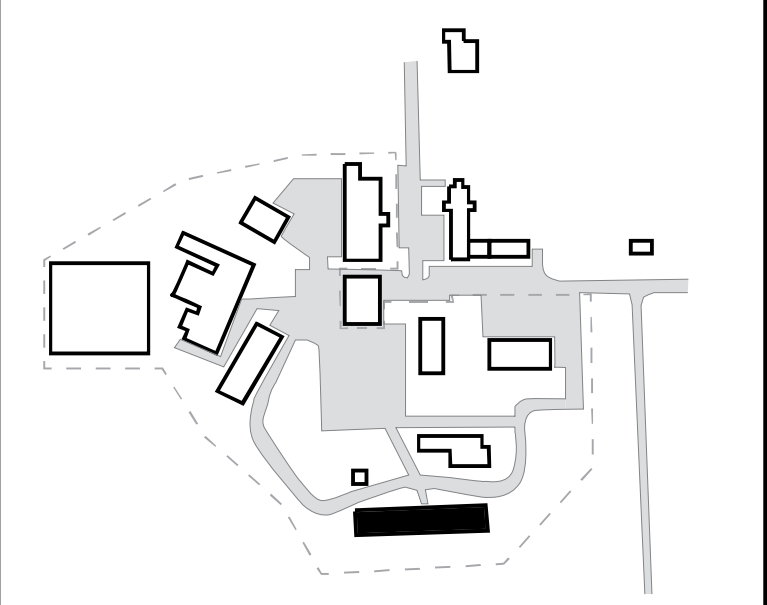
WALL SECTION  
1/8" = 1'-0" A1



INDICATES AREA OF DEMOLITION,  
SEE SPECS FOR MORE INFO.

**BUILDING 18 BARRACKS DORMITORY**  
 YEAR OF CONSTRUCTION: 1960  
 DATE OF LAST RENOVATION: 1986  
 BUILDING FOOTPRINT: +/- 5,644  
 NUMBER OF STORIES: 2  
 EXTERIOR WALL CONSTRUCTION: CMU BLOCK WITH 2" RIGID FOAM AND COATED WITH INSULCRETE  
 ROOF FRAMING: METAL BAR JOIST  
 INTERIOR WALLS: CMU MASONRY  
 CEILING FINISHES: DRYWALL  
 FLOOR FINISHES: CONCRETE SLAB WITH AVT + VCT

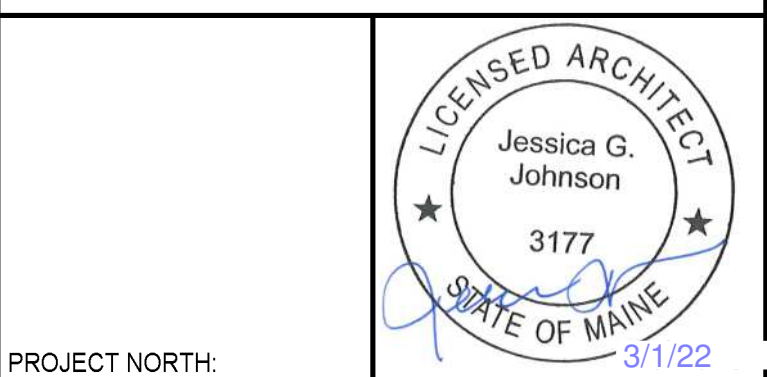
- DEMOLITION NOTES**
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03-01-22



PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104



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MACHIASPORT, ME

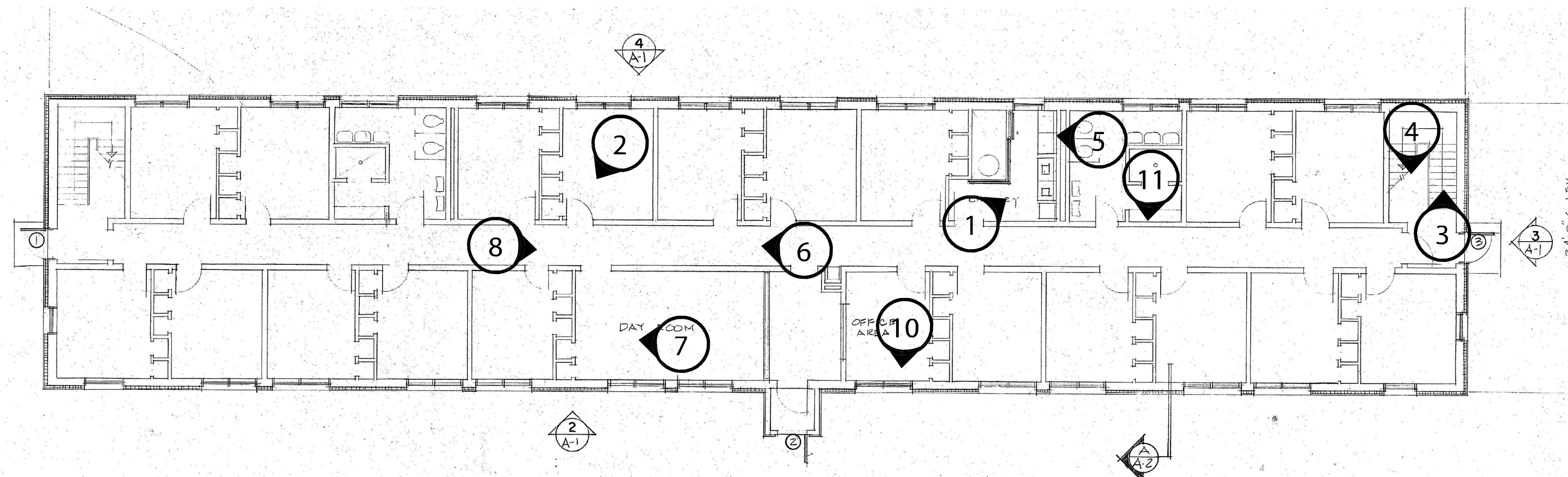
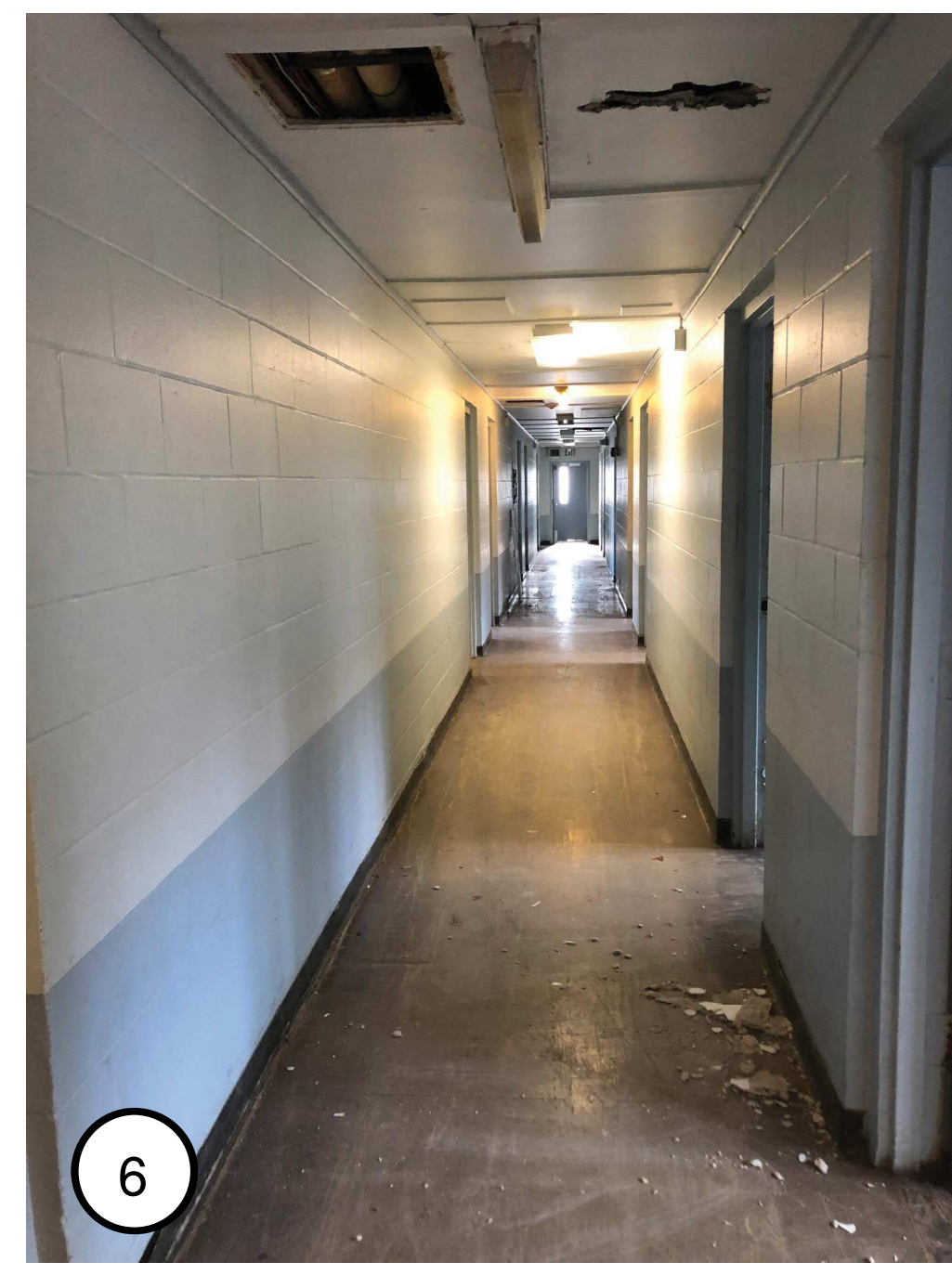
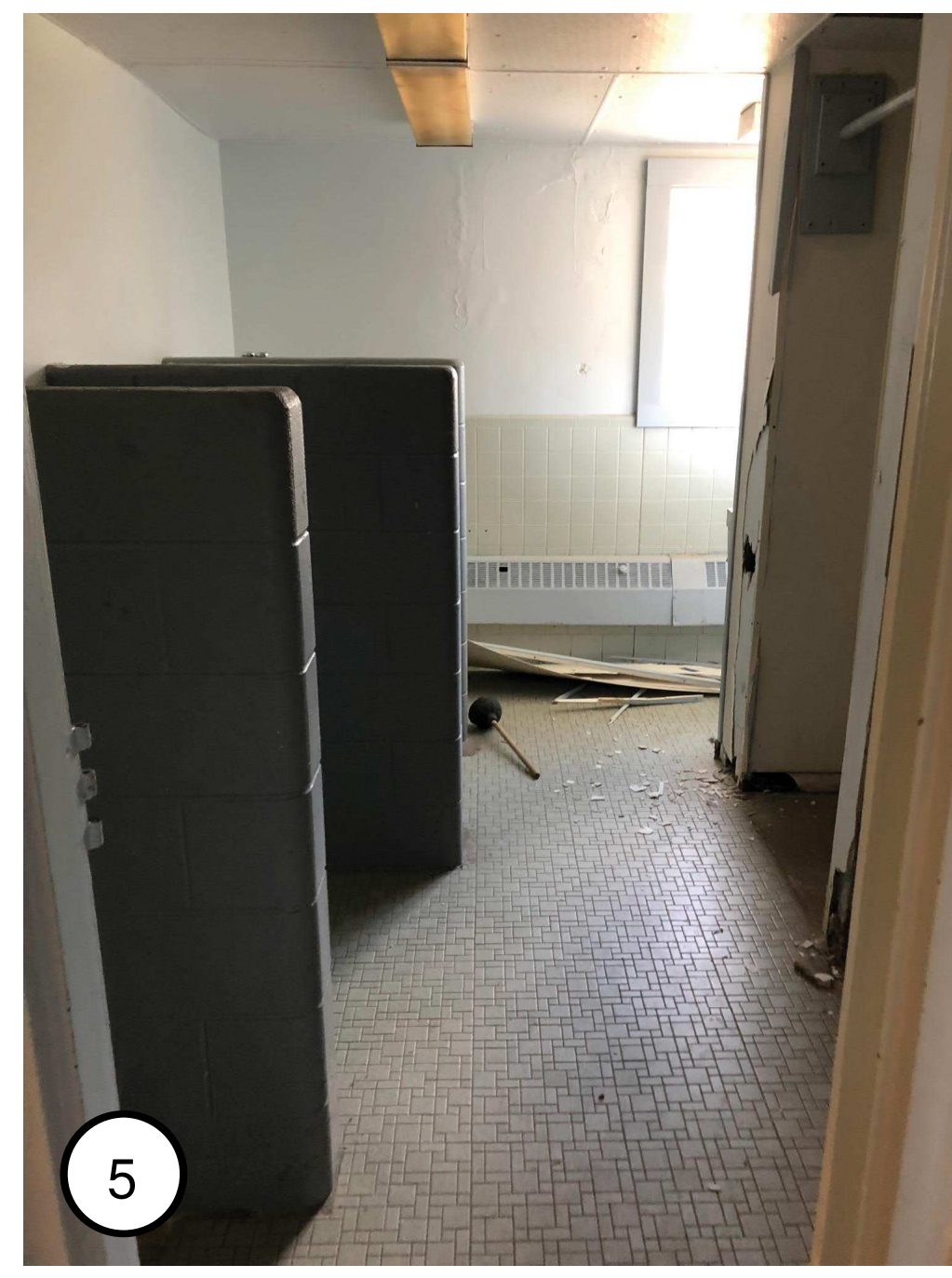
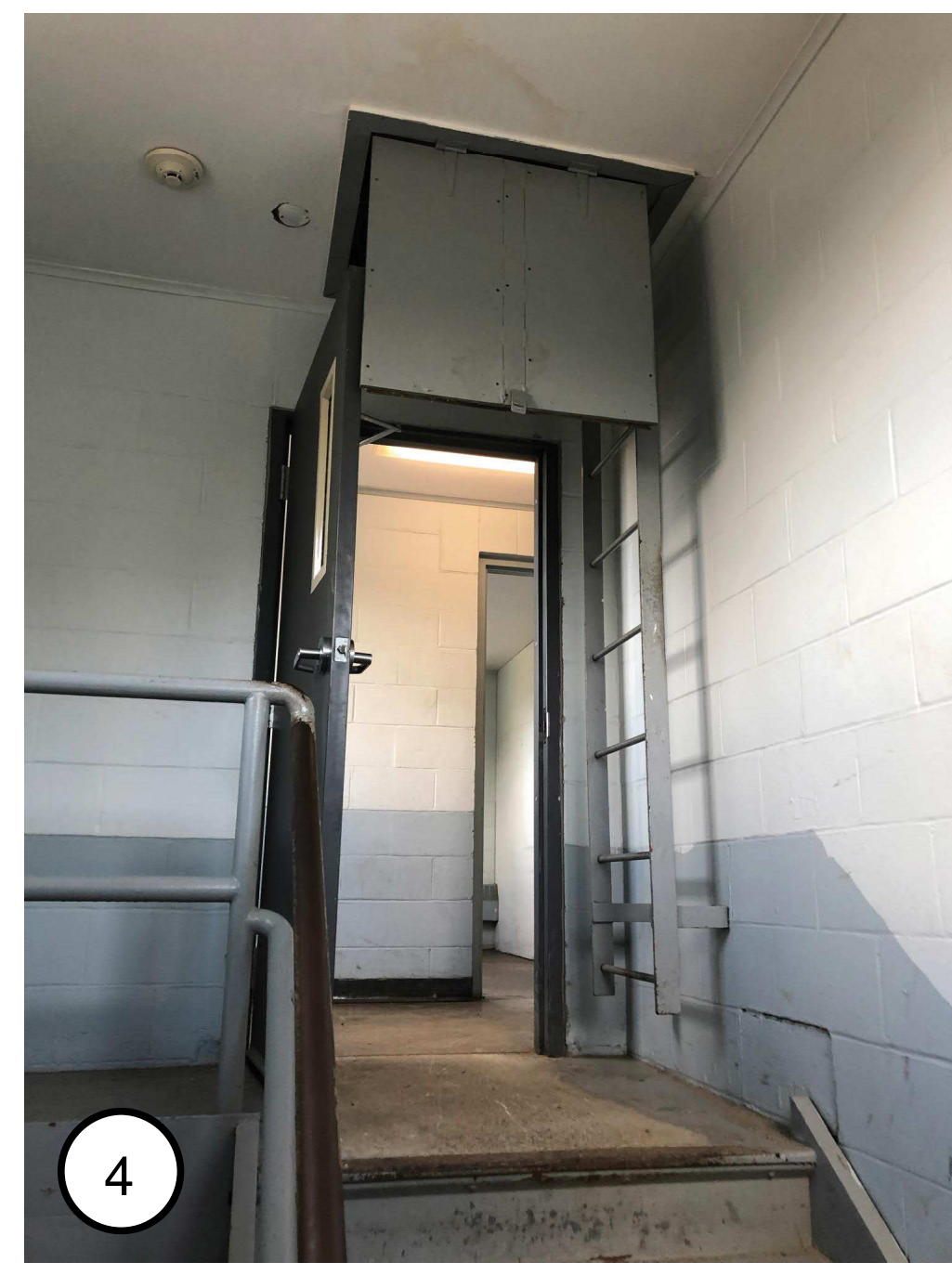
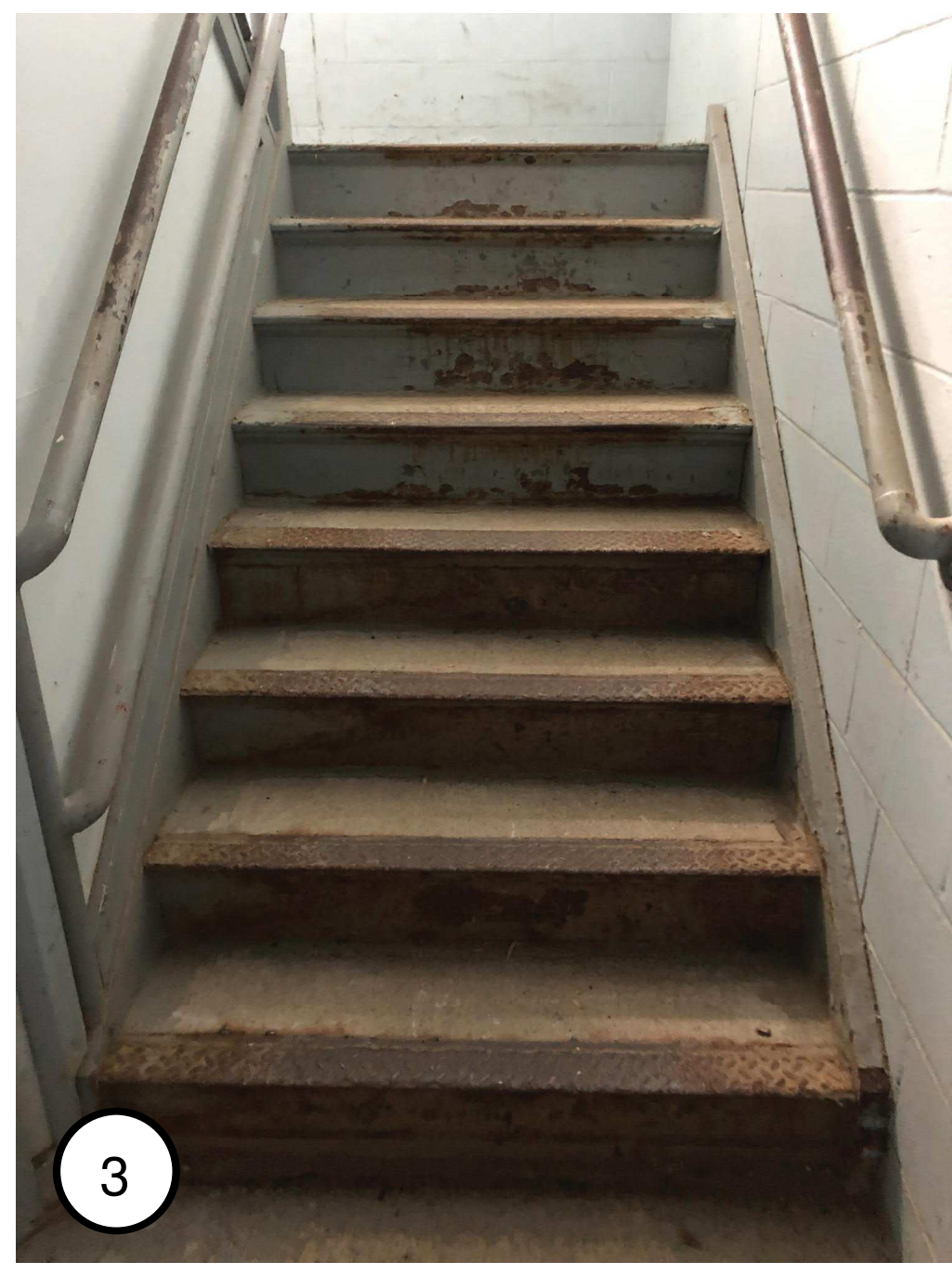
DEMOLITION PLAN

SHEET TITLE:

SCALE: AS NOTED

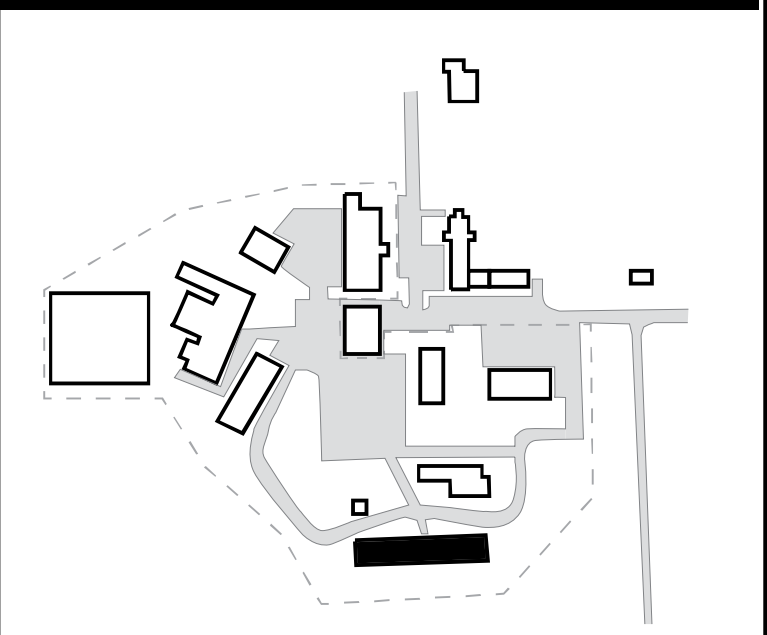
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 A/E OF RECORD: AD18-1  
 JOB CAPTAIN:  
 DRAWN BY:  
 SMRT FILE: AE-19176-00 SHEET No. 0001001218 (08/11)



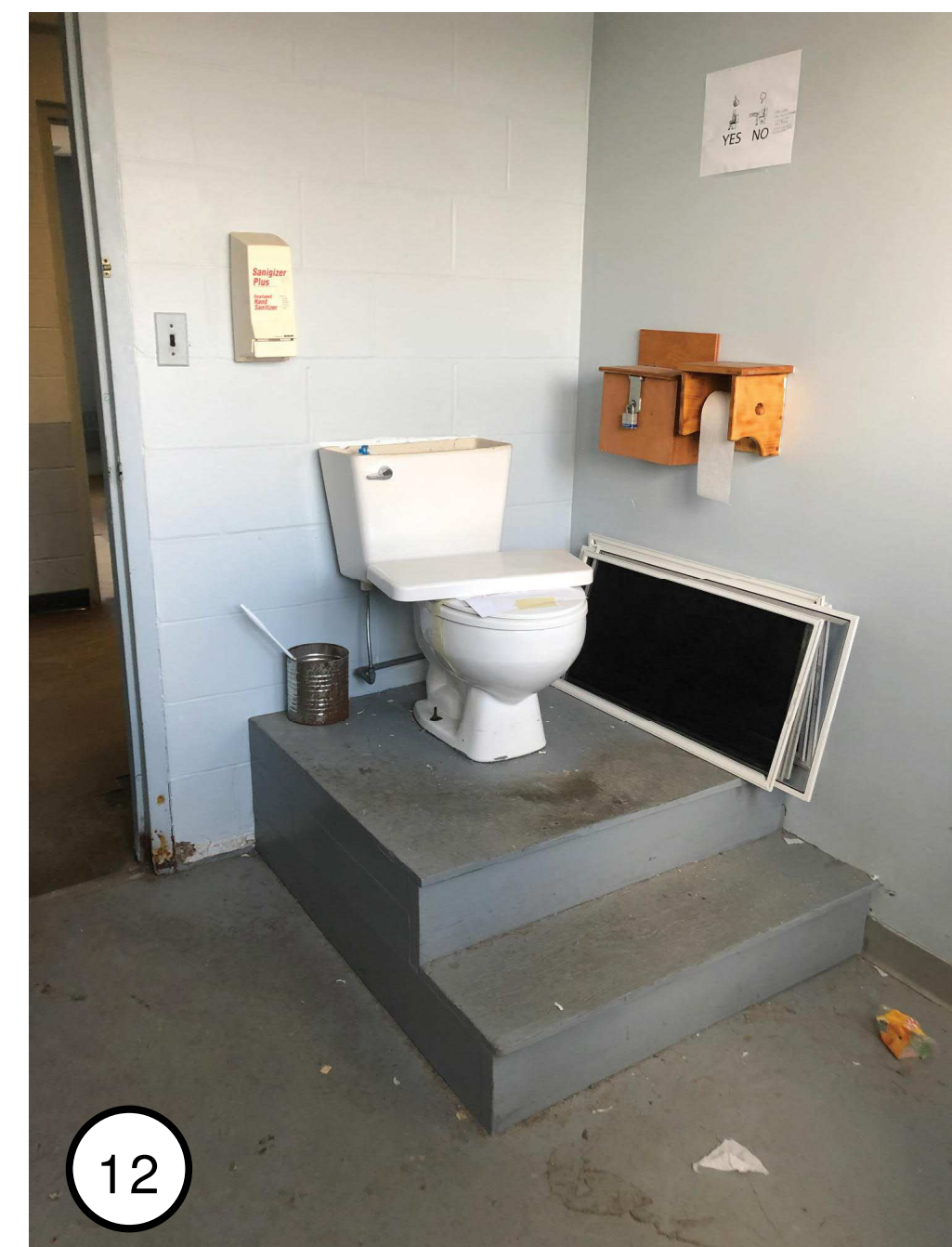
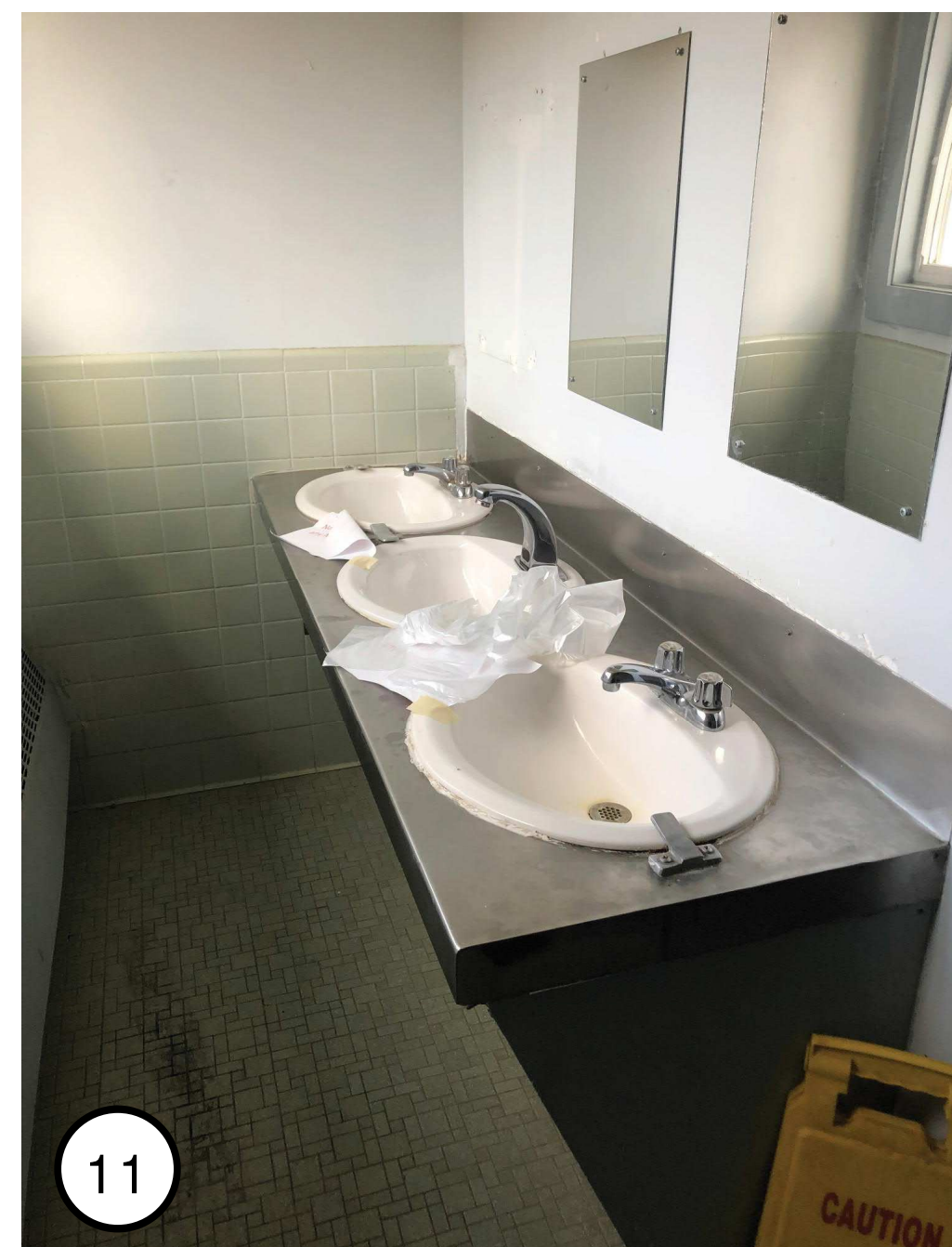


**DEMOLITION NOTES**

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**ISSUED FOR BID**  
03-01-22

CURRENT ISSUE STATUS:

PROJECT NORTH:  
SMRT Architects and Engineers  
144 Fore Street/P.O. Box 618  
Portland, Maine 04104

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY

**MDOC - DCF**  
**MEN'S REENTRY CENTER**  
MACHIASPORT, ME

INTERIOR DEMO PHOTOS

SHEET TITLE:

SCALE: AS NOTED

|                        |                      |
|------------------------|----------------------|
| PROJECT MANAGER:       | PROJECT NO: 19176-00 |
| A/E OF RECORD:         |                      |
| JOB CAPTAIN:           |                      |
| DRAWN BY:              |                      |
| SMRT FILE: AE-19176-00 | SHEET No. AD18-2     |