

Project Manual For:

State of Maine

Flooring Replacement – Inpatient Services

Riverview Psychiatric Center, Augusta, Maine

BGS Project No. PT3164

BID DOCUMENTS

LBA Project 20-006-00

24 October 2022

LAVALLEE | BRENSINGER ARCHITECTS

Boston | Manchester | Portland

www.LBPA.com

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SECTION 00 01 03
PROJECT DIRECTORY

OWNER

Riverview Psychiatric Center

Joseph Silva, Environmental Services Manager - Maintenance / Central Supply

250 Arsenal Street, Augusta, Maine 04330

Telephone: 207-624-4646

E-mail: Joseph.Silva@maine.gov

ARCHITECT

Lavallee Brensinger Architects (LBA)

305 Commercial Street, Portland, Maine 04101

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E-mail: Brenda.braun@lbpa.com

END OF SECTION

SECTION 00 01 10

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00 11 13
Notice to Contractors

**Carpet Removal and
Flooring Installation Project**

BGS Project No. PT3164

Remove old carpeting in patient areas and install approved flooring.

The cost of the work is approximately \$ 400,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *24 April 2023*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Carpet Removal and Flooring Installation**" and addressed to the Bid Administrator at: BGS.Architect@maine.gov, so as to be received no later than **2:00 p.m. on 2 December 2022**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services Office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Robert Gurney, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

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 BGS 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 BGS 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.

00 11 13
Notice to Contractors

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.
 - *Date: 11/9/22*
 - *Time: 10:00AM*
 - *Location: 250 Arsenal Street, Augusta, ME 04330*
 - *Limited to maximum 2 persons per bidder*
 - *Meeting location: Main Entry Lobby*
 - .

8. Bid Documents - full sets only - will be available on or about 25 October 2022 and may be obtained *electronically at no cost* from:
 - Bureau of General Services website:*
 - <https://www.maine.gov/dafs/bgs/business-opportunities#invitationforbid>*

9. Bid Documents may be examined at:

<i>AGC Maine</i>	<i>Construction Summary</i>
<i>188 Whitten Road</i>	<i>734 Chestnut Street</i>
<i>Augusta, ME 04330</i>	<i>Manchester, NH 03104</i>
<i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Phone 603-627-8856 Fax 603-627-4524</i>

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 General Services, 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 General Services 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 closing date and time.
- 3.3 A bid that contains any 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, by the same means as the original bid submission, 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

00 21 13
Instructions to Bidders

provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

- 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 both 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**

Carpet Removal and Flooring Installation Project BGS Project No. 3164

Bid Form submitted by: *email only to email address below*

Bid Administrator:

Robert W. Gurney
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

BGS.Architect@maine.gov

Bidder:

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: _____

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.

**00 41 13
Contractor Bid Form**

- 1. The Bidder, having carefully examined the form of contract, general conditions, specifications and drawings dated 24 October 2022, prepared by Lavallee Brensinger Architects for Carpet Removal and Flooring Installation Project, 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

- 2. Allowances *are not included* on this project.
No Allowances

\$ 0.00

- 3. Alternate Bids <Bid Administrator to select...> on this project.
<Bid Administrator to select...>

Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 A: Concrete Slab Moisture Barrier System \$ _____ .00

1 B: provide blast-trac slab surface preparation \$ _____ .00

1 C: provide self-leveling cement-based underlayment \$ _____ .00

\$ _____ .00

- 4. 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: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

- 5. Bid security *is required* on this project.

If noted above as required, the Bidder shall include with this bid form 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.

- 6. Filed Sub-bids *are not required* on this project.

If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

**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 first specified bid due date, or subsequent bid due date revised by addendum.

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

*This form is used when the Contract value is \$50,000 or greater.
The Project Manual, Specifications and Drawings are considered part of this Contract.*

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

BGS Project No.: insert number assigned by BGS 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	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
Total Contract Amount	\$0.00

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 are 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 COMMENCEMENT AND COMPLETION DATES

2.1 The Work of this Contract shall commence no sooner than the date this document is executed by the approval authority, or a subsequent date designated in the contract documents.

2.2 The Substantial Completion Date shall be 15 December 2023.

2.3 The Work of this Contract shall be completed on or before the Contract Final Completion Date of **31 December 2023**.

2.4 The Contract Expiration Date shall be **29 February 2024**. (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

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

4.3 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.

4.4 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.

4.5 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 Contractor 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"**

BGS Project No.: _____

The Contract is effective as of the date executed by the approval authority.

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

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

select proper approval authority			
Reviewed by:		Approved by:	
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
<i>insert name</i>		<i>Joseph H. Ostwald</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning, Design & 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. See also *Responsive and Responsible Bidder*.
 - 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.

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- 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 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 Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.
- 1.22 *Contract Final Completion Date*: Point of time 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.
- 1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

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- 1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.25 *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.
- 1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.27 *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.
- 1.28 *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.
- 1.29 *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.
- 1.30 *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.
- 1.31 *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.
- 1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.33 *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.
- 1.34 *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.
- 1.35 *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

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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.

- 1.36 *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.
- 1.37 *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.
- 1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *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.
- 1.40 *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.
- 1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.42 *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*.
- 1.43 *Responsive and Responsible Bidder*: A bidder who complies, on a given project, with the following *responsive* standards, as required by the bid documents:
- provided specific qualifications to bid the project, if required;
 - attended mandatory pre-bid conferences, if required;
 - provided a bid prior to the close of the bid period;
 - submitted a complete bid form;
 - submitted other materials and information, such as bid security, as required;
- and, meets the following minimums regarding these *responsible* standards:
- sustains a satisfactory record of project performance;
 - maintains a permanent place of business in a known physical location;
 - possesses the financial means for short- and long-term operations;
 - possesses the appropriate technical experience;
 - employs adequate personnel and subcontractor resources;
 - maintains the equipment needed to perform the work;

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complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
can provide post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

- 1.44 *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.)
- 1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.46 *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.
- 1.47 *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*.
- 1.48 *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.
- 1.49 *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.
- 1.50 *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.
- 1.51 *Substantial Completion Date*: Point of time 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.
- 1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.53 *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.

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- 1.54 *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.

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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 General Services (BGS);
- 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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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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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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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 BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS 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 BGS.
- 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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in form and amount acceptable to the Owner and BGS. 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 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder’s Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes 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, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.3.5 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

General aggregate limit	\$2,000,000
Each occurrence limit	\$1,000,000

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

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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.

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.

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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.

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

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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 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.

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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.
- 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.

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- 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.
- 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.

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- 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 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.

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- 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.
- 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.

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- 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.
- 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

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- 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 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.

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- 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.
- 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,

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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 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

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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.
- 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

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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).
- 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.

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- 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.
- 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.

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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.

- 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 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.

00 72 13
General Conditions

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.

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.

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.

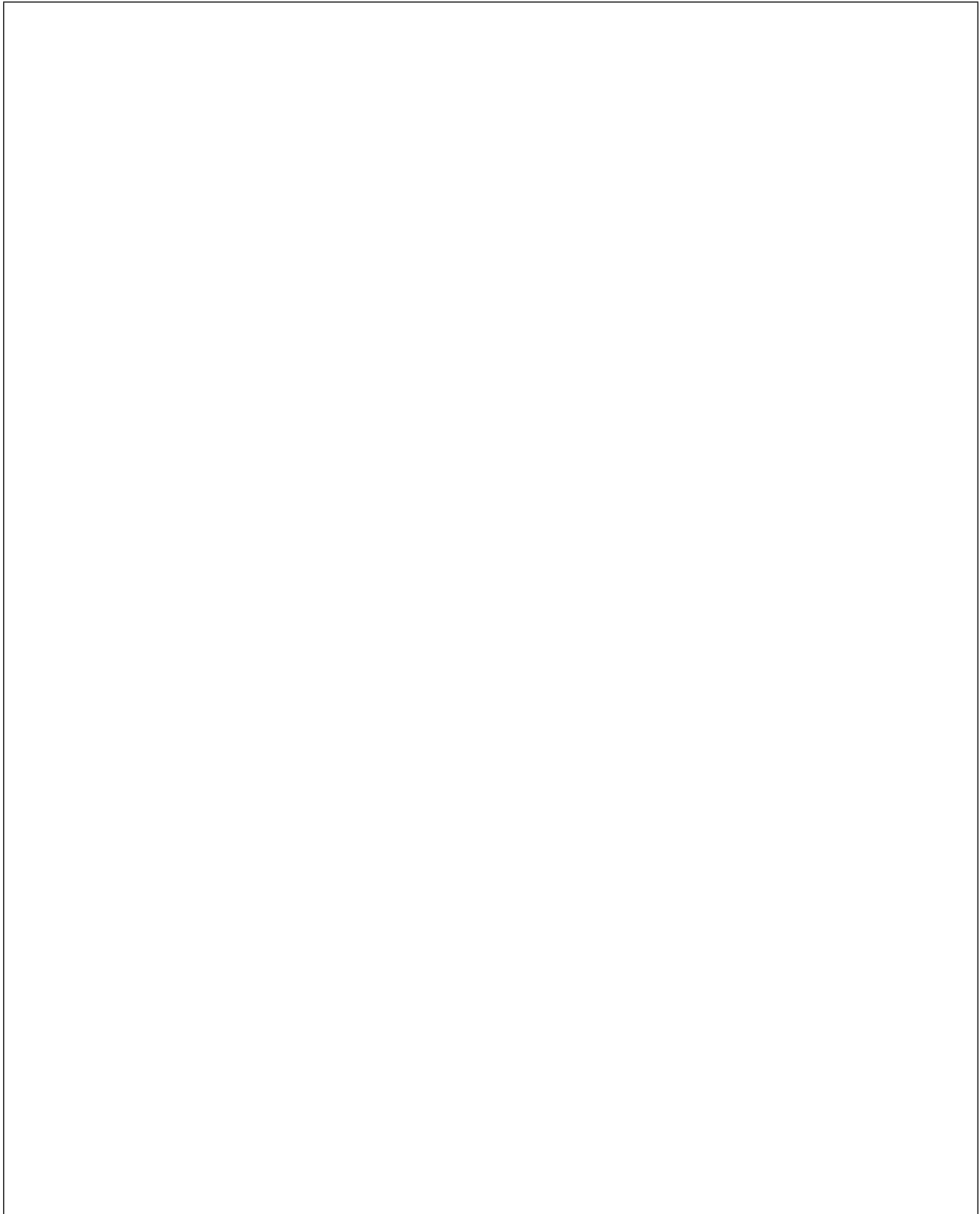
1.3 Requirements

- 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

**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2020 Fair Minimum Wage Rates
Building 2 Kennebec County
(other than 1 or 2 family homes)**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asbestos/Lead Removal Worker	\$24.00	\$2.40	\$26.40	Ironworker - Structural	\$20.00	\$1.96	\$21.96
Boilermaker	\$30.00	\$10.86	\$40.86	Laborers (Helpers & Tenders)	\$16.00	\$0.86	\$16.86
Boom Truck (Truck Crane) Operator	\$25.00	\$4.94	\$29.94	Laborer - Skilled	\$18.88	\$3.76	\$22.64
Bricklayer	\$25.84	\$4.92	\$30.76	Line Erector Power/Cable Splicer	\$31.00	\$3.42	\$34.42
Carpenter	\$24.00	\$3.71	\$27.71	Loader Operator - Front-End	\$20.00	\$3.12	\$23.12
Carpenter - Acoustical	\$19.75	\$1.01	\$20.76	Mechanic- Maintenance	\$20.00	\$1.98	\$21.98
Carpenter - Rough	\$20.00	\$0.00	\$20.00	Mechanic- Refrigeration	\$26.06	\$5.20	\$31.26
Cement Mason/Finisher	\$16.00	\$4.04	\$20.04	Millwright	\$24.00	\$10.37	\$34.37
Communication Equip Installer	\$27.52	\$17.64	\$45.16	Oil/Fuel Burner Servicer/Installer	\$28.50	\$8.01	\$36.51
Crane Operator =>15 Tons)	\$30.00	\$7.76	\$37.76	Painter	\$16.50	\$0.00	\$16.50
Dry-Wall Applicator	\$24.50	\$0.00	\$24.50	Paver Operator	\$20.50	\$0.44	\$20.94
Dry-Wall Taper & Finisher	\$25.01	\$0.00	\$25.01	Pipe/Steam/Sprinkler Fitter	\$25.00	\$3.70	\$28.70
Electrician - Licensed	\$28.00	\$7.33	\$35.33	Plumber (Licensed)	\$27.00	\$4.48	\$31.48
Electrician Helper/Cable Puller	\$17.00	\$1.84	\$18.84	Plumber Helper/Trainee	\$19.00	\$3.02	\$22.02
Elevator Constructor/Installer	\$59.47	\$24.57	\$84.04	Propane & Natural Gas Serv/ Inst	\$27.00	\$3.79	\$30.79
Excavator Operator	\$21.43	\$4.13	\$25.56	Roofer	\$17.60	\$1.67	\$19.27
Fence Setter	\$19.50	\$4.44	\$23.94	Sheet Metal Worker	\$23.28	\$5.01	\$28.29
Flagger	\$13.00	\$0.00	\$13.00	Sider	\$18.00	\$0.46	\$18.46
Floor Layer	\$20.00	\$0.03	\$20.03	Tile Setter	\$22.00	\$1.36	\$23.36
Glazier	\$18.00	\$0.96	\$18.96	Truck Driver - Light	\$16.00	\$0.44	\$16.44
Heating (HVAC)	\$27.00	\$3.81	\$30.81	Truck Driver - Medium	\$19.00	\$1.97	\$20.97
Industrial Truck (Forklift) Operator	\$27.42	\$6.26	\$33.68	Truck Driver - Heavy	\$18.63	\$0.98	\$19.61
Insulation Installer	\$20.50	\$2.89	\$23.39	Truck Driver - Tractor Trailer	\$17.50	\$0.94	\$18.44
Ironworker - Ornamental	\$26.00	\$22.37	\$48.37	Truck Driver - (Cement)	\$17.25	\$2.26	\$19.51
Ironworker - Reinforcing	\$29.45	\$23.49	\$52.94				

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: Scott R. Cotner

Scott R. Cotner

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The General Conditions, Supplementary General Conditions and Special Conditions of this Contract shall apply to each and every contract and contractor or other person or persons supplying labor, material, equipment and/or services entering into this Project and/or on the premises directly or indirectly.
- B. Definitions:
 - 1. The word “Contractor” where used throughout this document to describe the General Contractor, shall also mean the “Construction Manager”, both Contractor and Construction Manager describing the entity holding the prime Contract for Construction.
- C. Work Included in This Contract:
 - 1. Providing all labor, materials, equipment, and services, etc., as required to properly complete all Work identified in, implied by or otherwise required by the Contract Documents.
- D. Work Excluded from This Contract:
 - 1. Providing equipment noted as “Not in Contract” (N.I.C.) or “By Owner,” (B.O.). The Contractor shall, however, provide services and coordination related to items not in the Contract as otherwise required or implied by the Contract Documents.

1.02 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- A. Coordination: The Contractor shall be fully responsible for coordinating all construction activities to assure efficient and orderly installation of each part of the Work. In general coordination duties shall include, but not be limited to verifying dimensions and existing field conditions, coordinating construction operations, establishing on-site lines of authority and communication, monitoring schedules and progress, monitoring quality, maintaining records and reports and in general assuring the proper administration of the Work.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where installation of a component or system involves installation of component parts by multiple subcontractors, the Contractor shall inventory, store, and distribute parts to appropriate installers.
 - 3. Where inspections or approval of a substrate or component to be concealed by another is required, coordinate construction activities and notification of Architect or inspecting party. Do not conceal substrate or component until it has been inspected and is satisfactory.
 - 4. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 - 5. Make adequate provision to accommodate items scheduled for later installation.
 - 6. Coordinate completion and clean-up of Work in preparation of Substantial Completion.
 - 7. After Owner occupancy, coordinate access to site for correction of defective or incomplete Work to minimize disruptions to Owner’s activities.
- B. On-Site Documents: The Contractor shall provide in a visible and accessible location in the on-site office:
 - 1. Complete, currently updated set of Specifications and Drawings, Change Orders, reviewed Shop Drawings, and other documents and samples.
 - 2. Permits and notifications required by laws and regulations.
 - 3. Standards, manuals, installation instructions, or reports required by individual Specification sections.
 - 4. Product MSDS Sheets.

5. List of Owner, Owner's Representative, Architect, Architect's Consultants, Contractor's project manager, superintendent, assistant superintendent, subcontractors, building inspector, police, ambulance and fire departments; include telephone numbers and fax numbers.
- C. Accommodation and Cooperation with the Owner: The Contractor shall cooperate with the Owner to the greatest extent possible. Disruptions and inconveniences to the activities of existing facilities to remain in operation during construction shall be minimized, and shall be subject to the prior approval of the Owner. The Contractor's cooperative efforts shall include, but shall not necessarily be limited to:
1. Maintaining fire and all other safety standards acceptable to governing authorities.
 2. Protecting existing building construction, landscaping, site utilities, site improvements and features, and all other improvements within and about the project area. See Division 2 for more information.
 3. Obtaining abutters' written authorization to conduct construction related activities on their properties, if required.
 4. Storing on-site materials at locations acceptable to the Owner and governing authorities.
 5. Controlling construction staging, parking, and traffic and limiting it to areas acceptable to the Owner and governing authorities.
 6. Providing access for and cooperating with other contractors to be employed by the Owner.
 7. Providing access for and cooperating with equipment and furnishing suppliers/installers (including the Owner's own forces) to be employed by the Owner.
 8. Accommodating existing occupants and other ongoing activities within and about the Project. Such accommodations shall include, but shall not necessarily be limited to:
 - a. Maintaining safe egress acceptable to governing authorities.
 - b. Maintaining adequate heating, air conditioning, and ventilation.
 - c. Maintaining fire suppression system.
 - d. Maintaining electrical power, fire alarm, and detection systems, sound systems, clock systems, intrusion detection systems, television, computer, and telephone services.
 - e. Maintaining special systems and services such as emergency electrical power, medical gases and vacuum.
 - f. Maintaining suitable toilet and janitorial facilities.
 - g. Maintaining a watertight roof.
 - h. Providing adequate dirt, dust, fume, vapor, and noise control. NOTE: The Contractor shall take special precautions to prevent the introduction of construction related dust, fumes, vapors, etc. from entering into HVAC system ducts, return air grilles, fresh air intakes, etc.)
 - i. Providing temporary fire and smoke partitions acceptable to governing authorities.
 - j. Providing adequate building security in areas under the Contractor's control.
- D. Phasing and Work Scheduling
1. The following shall serve as a general description of the Owner's scheduling requirements related to the Work of this Contract. It is provided for the Contractor's use in preparing an acceptable schedule and executing the Work at times and in a manner least disruptive to ongoing activities.
 2. Prior to completing and distributing the Construction Schedule or proceeding with the Work, the Contractor shall meet with the Owner, accurately assess the Owner's requirements relative to the use of existing facilities, and schedule the Work accordingly.
 - a. Note: Given the nature of this facility being an operational psychiatric center, scheduling work within the existing facility at times acceptable to the Owner and least disruptive to ongoing activities will be critical. Existing facilities shall remain in operation during the execution of the Work of this Contract. The Contractor shall schedule, phase, and coordinate the Work as required to maintain the safe and functional use of such facilities.

3. The following shall serve as a general description of the Work Phasing Plan, developed by the Owner, Architect, and Contractor related to the Work of this Contract. It has been developed to accommodate Owner needs for on-going occupancy of the facility. It shall be understood that this initial Phasing Plan is subject to change made by the Owner or initiated by the Contractor and agreed to by the Owner. The providing of this plan shall not in any way limit or diminish the Contractor's responsibility for the proper scheduling and coordination of the Work.
 - a. All subcontractors shall coordinate with the Contractor to determine all phasing and sequencing requirements and to schedule the Work. Work shall be executed in such a manner that shall cause minimal or no disruptions of the Owner's activities and the activities of other trades.
 - b. Coordinate all shut-downs, service disruptions, demolition, removals, temporary connectors, service change-overs, etc., required to avoid Owner disruption and/or inconvenience.
 - c. Coordinate all deliveries, installation, etc, as required to avoid Owner disruption and/or inconvenience.
 - d. Temporary ductwork, piping, wiring, controls, and equipment measures for essential systems such as air conditioning, ventilation, hydronic heating, domestic hot and cold water, storm drainage, sanitary sewer, controls, lighting, power, emergency systems, clocks, security, fire protection, etc. shall be provided to:
 1. Keep existing systems functional,
 2. Maintain services between existing components that must be redirected around construction areas,
 3. Alter, redirect, or make safe,
 4. Temporarily relocate equipment to facilitate phasing.
4. Partial and/or phased occupancy of the facility shall require systems start-ups, tests, balancing, and other similar activities to occur at the completion of each portion of the Project, instead of exclusively at the completion of the entire Project. If system adjustments cannot be properly done until completion of the entire system, interim or temporary adjustments shall be provided for proper system operation and occupant comfort in occupied areas.
- E. Safety: The Contractor shall assume full responsibility for all means, methods, procedures, sequences and techniques of construction employed and shall take all measures required to ensure the safety of construction workers, as well as the safety of the general public. The Contractor shall take into full consideration and assure himself that all necessary barricades, fencing, and shoring are provided and that they comply with applicable regulations and standards of good practice. The public shall be guarded from all construction hazards and/or attractive nuisances. The construction site is [<>] nearby major public thoroughfares. Therefore, site safety is of the utmost importance. The Contractor shall pay all costs necessary for temporary partitioning, barricading, fencing, shoring, walks, ramps, enclosures, flashing lights, warning signs, security and safety devices required for the maintenance of a clean and safe construction site.
 1. MSDS Sheets: The Contractor shall furnish copies of Material Safety Data Sheets to the Owner for all materials classified as hazardous or poisonous. MSDS for all materials shall be maintained with the Contractor in a file on-site.
- F. Indoor Air Quality Management:
 1. The Contractor and his various subcontractors as he may direct shall implement procedures throughout construction in an effort to improve indoor air quality during the Owner's occupancy. See Section 01 57 19 - Temporary Environmental Controls.
 2. The maintenance of a clean, dust-free environment in areas of the facility that remain operational or otherwise accessible to non-construction personnel shall be the shared responsibility of all construction personnel.
 3. Control of dust, vapors, odors, and the spread of fire shall be considered of paramount importance. Unless otherwise specifically required by the Owner, the means and methods

- of achieving such control shall remain the exclusive responsibility of the Contractor, and not the Owner or Architect. However, the following may be considered:
- a. Negative pressure containment.
 - b. Duct tape and sealant.
 - c. Walk-off mats (adhesive treated).
 - d. Vacuuming (with HEPA filtered vacuum).
 - e. Closure of air intake vents (verify need for service prior to interruption).
4. The Contractor and his various subcontractors as he may direct shall implement the following procedures in an effort to improve indoor air quality during the Owner's occupancy:
- a. All adhesives (for construction, floor and wall coverings, etc.), paints, thinners, solvents, etc. shall, among other technical qualifications, be selected in consideration of minimizing their potential contribution to indoor air pollution. All "wet" products (i.e. paint, sealers, and other liquid products) shall be installed before ceiling tile and carpet to minimize emissions interaction between building products.
 - b. Provide maximum all-outside-air ventilation during the installation of strong emitting materials. This shall be done for the purpose of reducing the contamination of other materials by absorption of solvents and other volatile components.
 - c. On projects where the Owner (or other user) occupies all or portions of the building during construction, the Contractor shall make every practical effort to minimize their exposure to fumes and dust from construction. Such efforts shall include items 1 through 3 above, as well as the construction of temporary air-tight barriers, maintaining negative air pressure in work areas, isolation of ventilation systems and all other appropriate means as determined by the Contractor.
- G. Environmental Regulations: The Contractor shall comply with all applicable environmental laws and regulations. Particular attention shall be paid to proper dust, fume and vapor control throughout the building and site.
- H. Hazardous Substances: The Architect's Scope of Services and responsibilities exclude the investigation, discovery, detection, identification, presence, leakage, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre-existing or otherwise deposited in any form at the project, indoors or outdoors, at any time before, during or after construction, including but not limited to volatile organic compounds, petroleum products, bacteria, molds, fungus, asbestos or asbestos products, lead, radon, electro-magnetic frequency radiation or other radiation. Should any such substances be encountered, the Owner and Architect shall be promptly notified, in writing.
- I. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of permanent fire protection facilities, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- J. Existing Materials and Equipment: See Section 01 60 00 - Product Requirements.
- K. Shipping and Storage of Materials: See Section 01 60 00 - Product Requirements.
- L. Owner Furnished Equipment: See Section 01 60 00 - Product Requirements.
- M. Watertight Structure: The Contract Documents are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the Contractor is in the best position to verify that all construction is completed in a manner that will provide a watertight structure during construction (i.e. as needed to keep all interior construction dry both during and following its installation) and upon completion of construction. The Contractor shall be solely responsible for ensuring the watertight integrity of the structure at all times.
- N. Guarantee: The Contractor shall guarantee the entire Work to be free from defective or improper work or materials, and shall make good any damage due to such work or materials for a term of one year from the date of the satisfactory completion and acceptance of the Work. See Section 01 78 10 - Warranties.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for requirements regarding submission of:
 - 1. Outline Construction Schedule.
 - 2. Comprehensive Construction Schedule.
 - 3. Schedule of Materials.
 - 4. Schedule of Submittals.
 - 5. Shop Drawings, Product Data and Samples.
 - 6. Mock-ups and Sample Field Installations.
 - 7. Requests for Substitution

1.04 ELECTRONIC MEDIA

- A. Electronic Media: See Section 01 00 30 - Electronic Media, for information regarding obtaining the Contract Documents electronically and their limited use for purposes of project coordination, Contractor's use in the preparation of submittals, and Contractor's use in the preparation of Record Drawings.

1.05 COST CONTROL

- A. Cost Estimating: The Contractor shall take charge of, and assume sole responsibility for, all construction cost estimating. He shall provide cost data of not less than industry standard degree of accuracy to the Owner and Architect on a timely basis, in order to allow adequate time for Project budgeting and design. At a minimum, budget updates shall be provided during each of the traditional phases of design (Schematic Design, Design Development, and Construction Documents).
- B. Availability of Documentation: It is understood that the Contractor will prepare his initial cost estimates without the benefit of complete architectural and engineering documents. Therefore, it shall be the Contractor's responsibility to satisfy himself that he has conducted his own investigations, reasonably identified the full scope of the Work, made appropriate allowances and contingencies, and acquired an understanding of the Project adequate for the preparation of accurate and reliable estimates.

1.06 QUALITY CONTROL

- A. General: The Owner shall employ an independent testing agency for the purpose of testing and inspecting portions of the Work in progress. The Contractor and his various subcontractors shall be responsible for specific testing and inspections as identified in individual Specification Sections. See Section 01 40 00 - Quality Requirements

1.07 TEMPORARY FACILITIES

- A. See Section 01 50 00 - Temporary Facilities and Controls, for information regarding:
 - 1. Project signs.
 - 2. Temporary enclosures.
 - 3. Temporary protective covering of finished work.
 - 4. Temporary protection of existing facilities.
 - 5. Temporary fire protection.
 - 6. Clean-up and waste removal.

1.08 PROJECT MEETINGS

- A. The Contractor shall schedule the following project meetings including but not limited to:
 - 1. Pre-Construction Meeting.
 - 2. Pre-Installation Meetings.
 - 3. Coordination Meetings.
 - 4. Job Meetings.
 - 5. Project Close-out Meeting.
 - 6. Other meetings as necessary

1.09 WARRANTIES

- A. See Section 01 78 10 - Warranties, for requirements regarding submission of a bound set of warranties and certificates as required by the Contract Documents.

1.10 TIME FOR COMPLETION

- A. Time is of the essence of the Contract, and the Work to be performed under the Contract shall be commenced on or before __, and shall be Substantially Complete and in receipt of an Occupancy Permit on or before ____.
- B. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is reasonable for the completion of same, taking into consideration the climatic and industrial conditions prevailing in this locality.

END OF SECTION

SECTION 01 00 10

GENERAL RESPONSIBILITIES HEALTHCARE FACILITIES CONSTRUCTION

PART I - GENERAL

1.01 DESCRIPTION

- A. In addition to full compliance with all other conditions and requirements of this Contract, the Contractor, each and every subcontractor, and all other persons supplying labor, material, equipment and/or services for this project shall strictly conform with the following:

1.02 INFECTION CONTROL RISK ASSESSMENT

- A. The Owner shall provide an Infection Control Risk Assessment (ICRA) for this Project and the Contractor shall implement these specific requirements for various construction types within each Infection Control Risk Group throughout the duration of all construction.
- B. The Contractor shall obtain a complete copy of the Owner's ICRA for this Project, prior to proceeding with the Work.
- C. The Contractor shall obtain an Infection Control Permit from the Owner's Infection Control Department prior to commencing construction. The Owner's Infection Control Department may supplement ICRA requirements on a case by case basis.
- D. General Construction Infection Control Precautions: The following infection control precautions shall apply to the Work of this Contract, subject to the Contractor's prior verification by the Owner's Infection Control Department.
 - 1. Ensure tacky mats are maintained at the entry to the construction zone and anteroom.
 - 2. Ensure all materials leaving the construction zone are securely bagged and placed in covered rollout bins. All materials entering the facility and construction zone shall be covered or placed in covered rollout bins.
 - 3. Ensure construction crews are only using the designated path to the construction zone.
 - 4. Ensure construction crews are only using staging areas outside of the construction zone and outside of the facility.
 - 5. If construction crews are allowed access to non-construction areas such as cafeterias and restrooms, the Contractor shall ensure disposable coveralls are worn in the construction zone and discarded in the construction zone anteroom as workers leave.
 - 6. Ensure the supply air and return air outlets are sealed in the construction zone to prevent contamination of the HVAC system and surrounding areas.
 - 7. Routinely verify the construction zone is under negative pressure with respect to surrounding areas.
 - 8. Perform airborne testing in areas that are adjacent to the construction zone, as directed by the Owner's Infection Control Department.
- E. Post Construction / Pre-Occupancy Precautions:
 - 1. The Contractor shall remove all debris and construction dust from the ceiling cavity using a HEPA-filtered vacuum, including any wall cavities or vertical shafts and utility chases within or attached to the construction zone.
 - 2. The Contractor shall HEPA-filtered vacuum clean all surfaces in the construction zone including ceilings, walls, cabinets, and other built-in furniture and equipment, partitions, and flooring.
 - 3. Where extensive work has been performed in the ceiling cavity, the Contractor shall fog the area with a diluted aqueous anti-fungal solution using an atomizing fogger, as directed by the Owner's Infection Control Department.
 - 4. The Owner shall perform a final airborne test for fungi and respirable dust in the areas adjacent to the construction zone and in the construction zone prior to occupancy.

1.03 GENERAL RESPONSIBILITIES OF ALL PARTIES

- A. All persons working on the project site shall be required to conduct themselves in a courteous and professional manner. The use of profane language shall be strictly prohibited. Contact

with patients, staff and visitors shall be minimized to the extent necessary for the safe and proper execution of the Work.

- B. Smoking and/or the consumption of alcoholic beverages on the project site shall be strictly prohibited.
- C. Parking shall be limited to those areas designated by the Owner's representative. Special attention shall be given to the avoidance of conflicts with emergency vehicles.
- D. Safety of all persons on or about the construction site is of utmost concern. All work shall be performed in strict conformance with a comprehensive safety program to be enforced by the Contractor, as well as all other applicable laws, rules, regulations, and standards of good practice, including but not limited to all OSHA standards and guidelines.
- E. In the event materials reasonably believed to contain asbestos or other hazardous substances are encountered, the related work shall be stopped immediately and the Owner's Representative and Architect shall be promptly notified in writing.
- F. Existing utilities and services required for the full and proper operation of the Hospital may not be interrupted without the Owner's prior approval. The Owner's Representative shall be given not less than seven (7) working days advance notice of such potential interruptions, two (2) working days advance notice of scheduled interruptions, and then such interruptions shall be of the shortest possible duration and scheduled at such times as necessary to minimize the disruption of ongoing healthcare activities.
- G. The maintenance of a clean, dust-free environment in areas of the facility that remain operational or otherwise accessible to non-construction personnel shall be the shared responsibility of all construction personnel.
- H. All construction personnel are reminded of their responsibility to comply with NFPA 101 Life Safety Code and Interim Life Safety Measures (ILSM) during the course of construction, as enforced by the Joint Commission for Accreditation of Healthcare Organizations (JCAHO). Special attention shall be given to activities that could:
 - 1. Obstruct or otherwise compromise means of egress.
 - 2. Breach fire or smoke barriers.
 - 3. Require on-site storage of flammable liquids or gases, or other flammable or explosive materials.
 - 4. Create increased potential for fire or explosion. (Such as requiring welding, sparks, or open flames.)
 - 5. Remove medical, communication, alarm or fire suppression systems from operation.
 - 6. Restrict emergency vehicles.
 - 7. Cause noxious odors or fumes.
 - 8. Cause mists, dusts, or debris.
 - 9. Any such activities shall require the Owner's Representative's prior notification.
- I. The control of dust, vapors, odors, and the spread of fire shall be considered of paramount importance. Unless otherwise specifically required by the Owner, the means and methods of achieving such control shall remain the exclusive responsibility of the Contractor, and not the Owner or Architect. However, the following may be considered:
 - 1. Water misting of dusting operations.
 - 2. Fire-resistant plastic dust barriers. (Including above suspended ceilings. Provide ante rooms and gasketed doors where appropriate.)
 - 3. Construction of non-combustible partitions and enclosures.
 - 4. Negative pressure containment.
 - 5. Duct tape and sealant.
 - 6. Walk-off mats (adhesive treated).
 - 7. Vacuuming (with HEPA filtered vacuum).
 - 8. Closure of air intake vents (verify need for service prior to interruption).
- J. All construction personnel shall be trained in the use of fire fighting equipment.
- K. The control of noise shall be of paramount importance.

1. The use of radios, CD players, etc., shall be strictly prohibited.
 2. Operations requiring loud or continuous noise shall be scheduled with the Owner in advance.
- L. The use of contractor-owned devices emitting radio frequencies as a product of their function is restricted within the premises, in order to avoid electromagnetic interference with medical equipment. Such devices include, but are not limited to, walkie-talkies, fixed based stations, and vehicular radios (within 100 feet of hospital building.)

1.04 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- A. Prior to the commencement of each phase or component of the work, the Contractor shall notify the Owner of the proposed start date and expected duration of the Work. Such notification shall be provided, in writing, not less than five (5) working days prior to commencement in order to facilitate relocation of affected personnel and equipment.
- B. The Contractor shall furnish copies of Material Safety Data Sheets to the Owner for all materials classified as hazardous or poisonous. Material Safety Data Sheets (MSDS) for all materials shall be maintained with the Contractor in a file on-site.
- C. Prior to the commencement of construction the Contractor shall thoroughly review the Owner's facility policies and procedures and shall inform all construction workers of their related responsibilities. Should the Contractor take exception to any of the Owner's policies and procedures, he shall so notify the Owner and Architect, in writing, prior to proceeding with the Work. The failure to provide such notification shall be construed as full acceptance of the Owner's policies and procedures.
- D. The Contractor shall be responsible for the strict enforcement of all requirements stipulated under paragraph GENERAL RESPONSIBILITIES OF ALL PARTIES. While it is expected that all construction related workers will behave responsibly, it is the Contractor who shall coordinate and enforce the policies of this Contract.

END OF SECTION

SECTION 01 00 30
ELECTRONIC MEDIA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The provisions of this Section apply to each and every contract and contractor or other person or persons supplying labor, material, equipment and/or services entering into this Project and/or on the premises directly or indirectly.
- B. Following the receipt of a written request by the Contractor, signed Electronic Data Transfer and Non-Disclosure Agreement, and if applicable, payment in full from the Contractor, the Architect will make available an electronic data version of the Project, for the limited purposes described in this Agreement. It shall be the Contractor's responsibility to make electronic files available to subcontractors in accordance with the Electronic Data Transfer and Non-Disclosure Agreement.

ELECTRONIC DATA TRANSFER AND NON-DISCLOSURE AGREEMENT

The Agreement is entered into and agreed by, between and among Lavallee Brensinger PLLC (LBA) , and _____ (Recipient) and is made in reference to the **Riverview Psychiatric Center – Flooring Replacement – Inpatient Services Project**. It is understood and agreed that it may become desirable for LBA to make certain Instruments of Service in electronic machine readable format, hereinafter referred to as "Electronic Data" available to other parties related to the Project. It is also understood that such information is proprietary to LBA and that LBA intends to limit its distribution and use. It is the intent of the Agreement to govern all circumstances under which Electronic Data is made available by LBA.

In consideration of the request of _____ (Recipient) to LBA to deliver to Recipient or otherwise enable the Recipient to access certain Electronic Data for use on the Project, the parties mutually agree as follows:

1. Electronic Data includes but is not limited to, computer-aided design files including native file formats (DWG), Building Information Models (BIM), files produced by word processing, spread sheet, scheduling, data base and other software programs. Computer-Aided-Design files shall be provided as Autocad .dwg files. Building Information Models shall be provided as Revit .rvt files.
2. The means by which the Electronic Data is transferred may include, but are not limited to, electronic mail, File Transfer Protocol sites and CD-Rom, transmitted between the parties in this Agreement. Recipient acknowledges that Electronic Data transferred in any manner or translated from the system and format used by LBA to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. Accordingly, LBA makes no warranty, express or implied, as to the correctness, accuracy, and/or completeness of the information transferred. Although LBA may issue information throughout the development of the Project, LBA does not represent that the information provided includes all revisions to-date, nor shall LBA assume any responsibility for providing updated information as the Project proceeds.
3. LBA reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred, which originals shall be referred to and shall govern in the event of any inconsistency with the transferred data. Should the recipient discover errors or conflicts in any transferred files, he shall promptly notify LBA.

4. As consideration to LBA for the transfer of the Electronic Data, Recipient agrees that the use of Electronic Data shall be entirely at his/her own risk, and that LBA shall not be liable for, and Recipient hereby waives all claims and agrees to indemnify and hold LBA harmless from all liabilities, claims, losses, damages or expenses (including attorneys' fees) arising out of, or connected with: (1) the transfer of Electronic Data by any means; or (2) the use, modification or misuse of the Electronic Data by parties other than LBA; or (3) the limited life expectancy and decline of accuracy or readability of the Electronic Data due to storage; or (4) translation and data errors; or (5) any use of the Electronic Data by any third parties receiving the data from other parties to this Agreement; or (6) the incompatibility of software or hardware used by LBA and the other parties to this Agreement.

5. The Electronic Data provided by LBA under the terms of this Agreement is the proprietary information of LBA, containing designs, details, model elements and other information developed by LBA. LBA is willing to supply such information only if the Recipient enters into this Non-Disclosure Agreement and agrees to strictly enforce its terms and conditions. All Electronic Data is to be treated as confidential and is not to be disclosed to or shared with any third parties, not expressly allowed herein, without LBA's express, written consent.

6. Recipient agrees to maintain and protect any and all proprietary information of LBA and to exercise great care in the preservation of its confidentiality. The Recipient will disclose the proprietary information only to its own employees, and then only to the extent required for the design and construction of this Project. The Recipient shall be responsible for any unauthorized use or disclosure of LBA's proprietary information by anyone to whom it may disclose such information.

7. The Recipient agrees that any and all Electronic Data shall remain the property of LBA. Neither the execution of this Agreement, nor the transfer of Electronic Data shall constitute a conveyance or transfer to the Recipient of any right, interest, or license in the proprietary materials. The Recipient shall not reproduce any proprietary information without the express written authorization of LBA.

8. Electronic Data are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Electronic Data do not replace or supplement the paper copies of the Drawings and Specifications which are and remain, the Contract Documents for the Project.

9. Electronic Data shall only be used for purposes allowable by this Agreement. It is understood and agreed that, without the separate express written permission of LBA to do so, the Electronic Data are not to be used for any purpose whatsoever, by anyone (any contractor or any of its subcontractors of any tier or any materials supplier or vendor) other than the Recipient. It shall be the responsibility of the Recipient to notify LBA of any and all third parties with whom the Recipient wishes to share LBA's Electronic Data, to identify the intended uses of the information, and to obtain LBA's prior written authorization to share LBA's information.

10. All transmittal of Electronic Data whether by CD-Rom, e-mail, Internet or any other methods shall require that the file name, size, date and time be recorded along with the date and time of transmission (if by electronic means) and the identity of the sender and recipient.

11. The Recipient further agrees to indemnify and save harmless LBA and its sub-consultant and each of their partners, officers, shareholders, directors and employees

from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys' fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of the Electronic Data Transfer Agreement; or 2) a defect, error or omission in the Electronic Data or the information contained therein, which defect error or omission was not contained in the Contact Documents as defined in paragraph 3 or where the use of such Contact Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

12. This agreement shall be interpreted under the laws of the State of New Hampshire. The Recipient hereby agrees that the breach of this Agreement by the Recipient will cause LBA considerable harm, and LBA shall be entitled to recover damages, as well as all expenses and costs incurred by LBA arising out of or related to such breach, including, without limitation, reasonable attorney's fees and costs.

13. In general, the protocols for the distribution of Electronic Data shall be as follows:
- a. LBA may make certain Electronic Data available to _____ (Recipient - MUST be Owner, Construction Manager or General Contractor) free of charge, providing that:
 - 1) Such files can be issued in the format currently used by LBA, without modification.
 - 2) The Recipient delivers to LBA a fully executed copy of this Agreement and, among other requirements, agrees not to share LBA's Electronic Data with any third parties without LBA's prior written authorization.
 - b. In the event the Recipient wishes to share LBA's Electronic Data with a third party:
 - 1) The Recipient shall first forward a complete list of all such third parties to LBA for LBA's prior written authorization. The list shall include all third party names, addresses, telephone numbers, and email addresses.
 - 2) Each individual third party shall then deliver, through the Recipient, a fully executed copy of this Agreement.
 - c. In the event that it is necessary for LBA to convert files from its currently used format of _____ to an alternative format, LBA shall be compensated for such conversion at the rate of \$75.00 per file, payable in advance.

The parties have executed this Agreement as of the dates stated below:

RECIPIENT

Company: _____

By: _____

Title: _____

Date: _____

LBA

Title: _____

Date: _____

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. The Contractor shall provide all labor, materials, equipment, and services, etc., necessary for the proper and complete execution of accepted Alternates. Amount of Alternate prices to be added to or deducted from the Base Bid shall be stated on the Proposal Form and shall include cost of any and all modifications made necessary by Owner's acceptance of Alternates.
- C. Related Work Described Elsewhere:
 - 1. Materials and methods to be used in the Base Bid and in the Alternatives are generally described in the Contract Documents.
 - 2. Method for stating the proposed Contract Sum is described in the Proposal Form.
- D. NOTE: Alternates will be carefully considered in the Owner's selection of a Contractor.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.

1.03 ACCEPTANCE OF ALTERNATES

- A. If the Owner elects to proceed on the basis of one or more of the described Alternates, make all modifications to the Work required in order to furnish and install the selected Alternate or Alternates to the approval of the Architect and at no additional cost to the Owner, other than as proposed on the Proposal Form.
- B. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any, Alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of Alternates selected by the Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the Work caused by the Owner's selection or rejection of Alternates.
- C. It shall be the responsibility of the Contractor to properly coordinate work related to Alternates with all other Work of this Contract in order to ensure that a complete and proper job is provided.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- D. Submit a Schedule of Values including adjustments to all Sections affected by accepted Alternates.
- E. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- F. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No.1 (Concrete Slab Moisture Barrier System for Resilient Flooring)
 - 1. No.1A: State the amount to be ADDED to the Base Bid to furnish and install the slab moisture barrier system and primer, if Owner's field testing indicates an issue with slab moisture vapor and alkalinity levels for flooring installations. See Section 09 65 00 - Resilient Flooring.
 - 2. No. 1B: State the amount to be ADDED to the Base Bid to provide blast-trac slab surface preparation to remove surface slab contaminants and produce a bondable surface as required by the slab moisture barrier system.

3. No. 1C: State the amount to be ADDED to the Base Bid to provide self-leveling cement-based underlayment. See Section 09 65 00 - Resilient Flooring.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Site mobilization meeting.
- C. Job meetings.
- D. Requests for Information.
- E. Construction reports.
- F. Construction Progress Schedule.
- G. Materials Schedule.
- H. Submittal Schedule.
- I. Progress photographs.
- J. Coordination Drawings.
- K. Shop Drawings.
- L. Approval Drawings.
- M. Product Data, Certifications, Delegated-Design Submittals
- N. Submittals for review, information, and project closeout.
- O. Submittal procedures.
- P. Architect's Review

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 78 10 - Warranties.

1.03 PROJECT COORDINATOR

- A. Project Coordinator: Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for delivery access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Project website shall be operated by the Contractor. Provide web site user licenses for use of Owner, Owner's Commissioning Agent, Architect and Architect's consultants. Provide software training to users as necessary. On completion of the Project, provide

one complete archive copy of Project website files to the Owner and Architect in a digital storage format acceptable to the Owner and Architect. Utilize one of the following project website software packages under currently published licensing agreements: Autodesk Buzzsaw, Autodesk Constructware, Meridian Systems Prolog, or equivalent acceptable to Owner and Architect.

2. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 3. Contractor and Architect are required to use this service.
 4. It is Contractor's responsibility to submit documents in allowable format.
 5. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
 6. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 7. Paper document transmittals will not be reviewed.
 8. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.
- C. Submittal Service: The selected service is:
- D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
- E. Project Closeout: Architect will determine when to terminate the service for the Project. The Contractor is responsible for obtaining archive copies of files for Owner.

3.03 SITE MOBILIZATION MEETING

- A. The Contractor shall schedule a meeting at the Project site prior to his occupancy.
- B. Project Coordinator will schedule meeting at the Project site prior to Contractor occupancy.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
 1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Scope and procedures for testing and inspections. Review of Statement of Special Inspections and Testing Agency duties.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.

12. Inspection and acceptance of equipment put into service during construction period.
- E. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.04 JOB MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Review of testing and inspection reports.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- E. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION REPORTS

- A. The Contractor's superintendent shall maintain an on-site daily construction log, recording the following information concerning events at the site and allow access to the Owner and Architect for review.
 1. List of subcontractors at the site.
 2. Approximate count of personnel at the site.
 3. Visitors at the site.
 4. High and low temperatures, general weather conditions.
 5. Accidents and unusual events.
 6. Meetings held at the site.
 7. Communications received or conveyed by the superintendent.
 8. Stoppages, delays, shortage, losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of governing authorities.
 12. Testing agency observations and tests.
 13. Change orders received and implemented.
 14. Services connected, disconnected.
 15. Significant deliveries.
 16. Equipment or system tests and start-ups.

17. Partial completions, occupancies.
18. Substantial Completions authorized.

3.06 REQUESTS FOR INFORMATION

- A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. All RFIs shall be submitted to the Architect through the Contractor.
- B. Content of the RFI shall include the Project name and number, date, name of Contractor, RFI number, assigned sequentially, RFI subject, Specification Section number and paragraph number, as applicable, Drawing and detail number as applicable, field dimensions and conditions as applicable, Contractor's suggested resolution and any impact on time or cost, Contractor's signature. Attach any sketches, descriptions, photos or other information relevant to fully describe items needing interpretation.
- C. RFI form shall be soft-ware generated including the above information and acceptable to the Architect.
- D. Architect's Action: Architect will review each RFI, determine action required and respond. Allow 3 working days for Architect's response to each RFI. Architect's action may include a request for additional information. If the Contractor believes the RFI response warrants a change in Contract Time or the Contract Sum, notify the Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain and submit an RFI log organized by RFI number. Submit log weekly. Include date RFI was submitted and date of Architect's response.
- F. On receipt of Architect's action, update RFI log and distribute response to affected parties. Notify Architect within 7 days if Contractor disagrees with response.

3.07 CONSTRUCTION PROGRESS SCHEDULE

- A. Time Frame: Schedule shall extend from date established for the Notice to Proceed to the date of Final Completion. Contract completion date shall not be changed unless specifically authorized by Change Order.
- B. Activities: Define activities so no activity is longer than 20 days, unless allowed by the Architect. Include procurement process activities for long lead items and major items. Include review and submittal time. Include not less than 30 days for start-up and testing. Include key milestones for commissioning activities such as documentation, time and duration of testing. Indicate date of Substantial Completion and allow time for Architect's activities necessary for certification of Substantial Completion. Include time indicated in Form of Agreement for completion of punchlist items and final completion. If not indicated, include not more than 60 days.
- C. Include constraints and work restriction indicated in the Contractor Documents and show how the sequence of Work is affected, including phasing, work under multiple contracts, work by Owner, coordinating with existing construction, uninterruptible services, premises use restrictions, and other work restrictions.
- D. Include important stages of construction and milestones including, but not limited to, Notice to Proceed, Completion of each phase, if applicable, Substantial Completion and Final Completion.
- E. Gantt-Chart Schedule: Submit a comprehensive fully developed horizontal Gantt-chart type Contractor's Construction Schedule within 14 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of the Project.
- F. Submit updated schedule with each Application for Payment.

3.08 CONTRACTOR'S SCHEDULE OF MATERIALS

- A. Within twenty-one (21) days after date established for the Commencement of the Work, prepare and submit to the Architect a projected schedule for materials delivery, clearly identifying all products with long lead times or which are likely to cause delay due to

unavailability, extended delivery dates or any other reason. Once approved, long lead times shall be pre-ordered in a timely manner as not to delay the progress of the Work. The Contractor shall assume full responsibility for delays attributed to unavailability, insufficient time for delivery and/or installation of materials or performance of the Work, unless he has conformed with these instructions.

3.09 CONTRACTOR'S SUBMITTAL SCHEDULE

- A. Within ten (10) days after development and acceptance of the Contractor's Construction Schedule, prepare and submit to the Architect a complete schedule of submittals. Coordinate schedule with subcontractors and provide adequate time for review, processing and the possibility of non-acceptance and resubmission. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of ordering materials or performance of the Work to permit processing. Update schedule as necessary.

3.10 PROGRESS PHOTOGRAPHS

- A. Submit a minimum of 5 digital photographs with each application for payment, taken not more than 7 days prior to submission of Application For Payment.
 - 1. Identify project name, date, description of view and key plan of location if needed.
- B. Maintain one set of all photographs at Project site for reference; same copies as submitted, identified as such.
- C. Select locations to provide diversified overall views of the Work, from positions that are expected to remain accessible throughout the progress of the Work. When so directed by the Architect, change locations to new locations inside or outside the building.
- D. Provide auxiliary lighting as required to produce clear, well lit photographs without obscuring shadows. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion
- E. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- F. In addition to periodic, recurring views, take photographs of each of the following events:
- G. Digital Photographs: 24 bit color, minimum resolution of 1280 by 960 ("1 megapixel"), in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: On photo CD, flash drive, e-mail or link to on-line file share site either hosted by the Contractor or other, such as DropBox.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.

3.12 APPROVAL DRAWINGS

- A. Whenever the Contractor or subcontractor is required to submit Shop Drawings and/or Product Data to the Authority Having Jurisdiction for review and approval of a particular component or system prior to starting on-site work, the Contractor shall submit to the Architect an electronic PDF file of the approved documents including the Authority Having Jurisdiction's stamp and approving signature. Submit as "For Information Only".

3.13 PRODUCT DATA

- A. Compile Product Data into a single submittal for each element of construction or complete system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, materials test reports, color charts, roughing-in diagrams, templates, and wiring diagrams. Mark each copy to show applicable choices and options.
 - 1. Identify any change, variance, or non-conformance with requirements of Contract Documents with a "cloud" and provide detailed notation including reason for each change. Provide a completed "Contractor's Substitution Request".

3.14 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual Sections, submit for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes.

3.15 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual Sections, submit for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator. No action will be taken.

3.16 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual Sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.17 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review: Submittals to the Architect shall be electronic files in PDF format, unlocked, markable and reproducible; an electronically-marked up file will be returned. Create PDFs at native size and right-side up. Illegible files will be returned.
- B. Documents for Information: Submit three copies.

3.18 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with an approved form.
- D. Contractor's Action and Certification: The Contractor shall review each submittal, check for compliance with the Contract Documents, note corrections, note field dimension, and complete a review stamp with the following information:

1. Contractor stamp, signed or initialed certifying that the submittal conforms to requirements of the Contract Documents in accordance with AIA A201, Paragraph 3.12.; or, Submittal deviates from requirements of the Contract Documents, with deviations clearly noted and marked with Contractor's initials; or, Contractor's substitution requested.
- E. Deliver submittals to Architect by electronic PDF only. Submittals may only be sent directly to the Architect's consultants by special arrangement with the Architect. Subcontractors shall not directly send submittals to the Architect.
 1. Concurrently, deliver a copy of all submittals to the Owner's representative in the format required by the Owner.
- F. Submittals of poor legibility may be returned without action.
- G. Submittals not including a completed Contractor's Certification will be returned without action.
- H. Submittals certified as in conformance by the Contractor and found to deviate from requirements of the Contract Documents will be returned without action.
- I. The Contractor may require sub-contractors to submit similar certification, however this shall not in any way relieve the Contractor of responsibility for review and certification of all submittals.
- J. All notations made on submittals by the Contractor, sub-contractors, suppliers, or fabricators shall be made in bold line type and initialed by person making the notations. Clearly indicate specified items with a "cloud" or arrows. Cross out all extraneous information not intended as part of the submission. Do NOT use highlighter or colored markings, only arrows, circles, text and the like that can be copied in black and white shall be allowed.
- K. Provide a detailed notation of all deviations from the Contract Document requirements including minor variations and limitations, and the reason for each deviation. Include a Contractor's Substitution Request.
- L. For each submittal for review, allow 15 business days excluding delivery time to and from the Contractor.
- M. Submittals not requested will not be recognized or processed and will be removed from submission prior to review response.
- N. Do not order materials or proceed with the Work requiring submission and review of Product Data, Shop Drawings, Samples or similar submittals prior to receiving acceptance of the submittal from the Architect.
- O. The Contractor shall not use or take submittals on-site without the Architect's or the Architect's consultant's Submittal Stamp indicating acceptance. Submittals without this stamp or with a stamp indicating non-acceptance shall not be used in connection with construction.

3.19 ARCHITECT'S REVIEW

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal and mark to indicate action taken.
 1. In general, the Architect will strive to complete his review of submittals and return them to the Contractor in 15 business days. Additional time may be required if large volumes of submittals are simultaneously delivered to the Architect for review.
 2. The Architect will not review submittals of colors and finishes until submittals for all such related materials are complete and delivered for collective review. This same requirement may be extended to other components and systems as deemed appropriate by the Architect.
 3. The Architect's review shall, among other limitations, not include the calculation, coordination, or verification of dimensions or quantities, which shall be the sole responsibility of the Contractor.
 4. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows to indicate the action taken:

- a. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents.
 - b. Final-but-Restricted Release: Where submittals are marked "Note Markings" or "Comments Attached" or "Revise and Resubmit Record Copy", that part of the Work covered by the submittal may proceed provided it complies with markings / comments and requirements of the Contract Documents.
 - c. Returned for Resubmittal: Where submittals are marked "Revise and Resubmit for Further Review", do not proceed with that part of the Work covered by the submittal including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat as necessary to obtain a different action mark.
 - d. Rejected: When the submittal is marked "Rejected", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Do not resubmit that product.
- B. Other Action: Where a submittal is primarily for record purposes, the submittal will not be returned. Where a submittal cannot be reviewed due to lack of Contractor review or illegibility, for example, the submittal will be returned marked "Returned No Action".

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Samples, Mock-ups and Sample Field Installations.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Authority Having Jurisdiction (AHJ): Agency or individuals officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

1.04 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- G. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Contractor's Testing Agency Qualifications: Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- C. Contractor's Test Reports: After each test/inspection, promptly submit one copy of reports to Architect, Engineer, Building Official and to Owner. Information required on Test Reports shall be as identified herein for the Owner's Testing Agency.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.

- g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
- D. Certificates: When specified in individual Specification Sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
- 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual Specification Sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports in electronic PDF format within 10 days of observation to Architect and Owner for their information.
- 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings in electronic PDF format to the Architect and Owner for their information.
- 1. Submit for information for the sole and limited purpose of generally assessing conformance with the design intent expressed in the Contract Documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.06 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Quality control services include inspections, tests, and related actions including reports performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
- B. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- C. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- D. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- E. Requirements for the Contractor to provide quality control services as directed by the Architect, Owner, or Authorities Having Jurisdiction are not limited by the provisions of this Section.

- F. The Owner will employ and pay for services of an independent testing and inspection agency(s) to perform specified testing and inspection. See paragraph TESTING AND INSPECTIONS.
- G. The Contractor shall employ and pay for services of an independent testing agency to perform certain other specified testing and inspection. See paragraph TESTING AND INSPECTIONS.
- H. Testing and Inspection Agencies Quality Assurance:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
 - 4. Laboratory: Authorized to operate in the State in which the Project is located.
 - 5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 - 6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 SAMPLES, MOCK-UPS AND SAMPLE FIELD INSTALLATIONS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Room Mock-ups: Construct room mock-ups as indicated on drawings. Coordinate installation of materials, products, and assemblies as required in specification sections; finish according to requirements. Provide required lighting and any supplemental lighting where required to enable Architect to evaluate quality of the mock-up.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.

- F. Tests shall be performed under provisions identified in this Section and identified in the respective product Specification Sections.
- G. Assemble and erect specified items at full scale, with specified attachment and anchorage devices, flashings, seals, and finishes.
- H. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
 - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
 - 2. Make corrections as necessary until Architect's approval is issued.
- I. The purpose of mock-ups and sample field installations shall be to clearly establish standards of quality for the Work prior to proceeding with the Work itself. They shall be constructed in sizes, locations and quantities as directed by the Architect.
- J. To the extent possible, all samples, mock-ups and sample field installations accepted by Architect shall be preserved until the Work itself has been completed and accepted by the Architect. The alteration, destruction or removal of mock-ups and sample installations shall not commence without the Architect's prior authorization.
- K. The Contractor and/or his subcontractors shall construct or prepare all samples, mock-ups and sample field installations as required in individual Specification Sections or as directed by the Architect.
- L. Sample field installations are full sized, fully fabricated, cured, and finished built in-place assemblies that maybe permanent if acceptable to the Architect.
- M. Samples shall be clearly marked with the manufacturer's name, generic description of the sample and compliance with required standards. Where samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
- N. All costs related to providing, maintaining and removing required samples, mock-ups and sample field installations shall be paid by the Contractor.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTIONS

- A. Testing Agency Duties and Responsibilities:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify (within 24 hours) Owner, Architect and Contractor of observed irregularities or non-conformance of Work or products during performance of its services.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Verify samples submitted by Contractor comply with the referenced standards and the approved contract documents.
 - 8. Attend preconstruction meetings and progress meetings, as requested.
 - 9. Submit written reports of all tests, inspections or other services to the AHJ, Architect, Structural Engineer of Record, Owner and Contractor. Reports indicating compliant inspections shall be submitted within three (3) days. Reports shall include:
 - a. Date of issue.

- b. Project name and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making tests or inspections.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and interpretations of test results.
 - j. Ambient conditions at time of sample taking, testing, or inspection.
 - k. Comments or professional opinion regarding whether inspected or tested Work complies with the Contract Documents.
 - l. Recommendations for re-testing.
 - m. Name and signature of laboratory inspector.
10. The Testing Agency shall maintain a complete deficiency list of all items not corrected and shall re-test and/or re-inspect as required after each deficiency has been corrected. All such re-testing and re-inspection shall be at the Contractor's expense. The Testing Agency shall submit a final signed report, stating whether or not all corrections have been made and the Work tested and inspected conforms to the Contract Documents.
11. Limits on Testing/Inspection Agency Authority:
- a. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - b. Agency may not approve or accept any portion of the Work.
 - c. Agency may not assume any duties of Contractor.
 - d. Agency has no authority to stop the Work.
- B. Owner's Duties and Responsibilities:
1. The Owner will provide observations, inspections, tests and similar quality control services specified to be performed by independent agencies, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. The costs for Owner provided testing and inspection services shall be paid for by the Owner.
 2. The Owner will directly employ an independent agency, testing laboratory, or other qualified firm to perform testing that are the Owner's responsibility.
 3. Other Owner provided inspections and tests which may be further described in other Specification Sections shall include not be limited to:
 - a. Division 1: Indoor air quality.
 - b. Division 9: Concrete slab moisture, humidity, and Ph testing for floor finishes.
- C. Contractor's Testing and Inspections:
1. The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. Costs for these services shall be included in the Contract Sum.
 2. The Contractor shall employ and pay an independent testing agency to perform quality control services, including but not limited to inspections, sampling and tests required for determining the suitability of materials prior to delivery to the site, field testing, and other services as specified in the Specification Sections. Such inspections and tests shall include, but may not be limited to the following:
 - a. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
- D. Contractor Duties and Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Scheduling: Notify Testing Agency, Special Inspector, Owner's Representative and, Architect sufficiently in advance of operations to allow for the proper assignment of personnel and scheduling of testing and inspections.
- E. Re-testing:
1. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by the Special Inspector and/or Architect.
 2. Re-testing required because of non-conformance to specified requirements shall be paid for by the Contractor.
 3. The Contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with the Contract Document requirements, regardless of whether or not the original test was the Contractor's responsibility. Cost of re-testing construction revised or replaced by the Contractor is the Contractor's responsibility.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report in writing, observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security requirements.
- B. Vehicular access and parking.
- C. Waste removal facilities and services.
- D. Project identification sign.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 40 00 - Quality Requirements.

1.03 QUALITY ASSURANCE

- A. Comply with NFPA 241 Building Construction and Demolition Operations, ANSI A10 Safety Requirements for Construction and Demolition, AGC and ASC industry recommendations, and other applicable standards.
 - 1. Temporary electrical service shall comply with NECA Temporary Electrical Facilities, NEMA, UL and NFPA 70 National Electric Code.

1.04 TEMPORARY UTILITIES

- A. Provide and pay for all drainage and stormwater, electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

1.05 TELECOMMUNICATION SERVICES

- A. Telecommunications services shall include:
 - 1. Job Site computer dedicated to project telecommunications, with necessary software and laser printer and DSL or faster internet connection.
 - 2. Telephones: Cell phones for all construction field supervisors.
 - 3. E-mail: Account/address reserved for project use.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.07 SECURITY

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

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 PROJECT IDENTIFICATION

- A. Provide project identification sign.

- B. Erect on site at location approved by Owner and governing authorities.
- C. No other signs are allowed without Owner permission except those required by law.
- D. Size: 8' x 4' (unless otherwise required by local authorities) The Contractor shall be required to furnish and erect the Project sign complete in all respects, and to dismantle when so instructed by the Owner.
- E. Content: Display names and addresses of the Project, Owner, Architect, and Contractor. Graphics, text, lettering, colors, and location shall be provided by the Architect and approved by the Owner, at a later date.
- F. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors. Do not permit installation of unauthorized signs. No other signs or advertisements shall be displayed on the premises without the approval of the Owner.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Tarpaulins: Waterproof, fire-resistant, UL labeled, with flame spread rating of 15 or less.
- B. Water: Potable water.

PART 3 EXECUTION

3.01 GENERAL

- A. Review locations of temporary facilities, equipment, and storage with the Architect and Owner, for the Owner's approval.
- B. Use qualified personnel for the installation of temporary facilities. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, the Contractor shall provide and maintain in good operating condition temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses, and as recommended by representatives of the fire insurance company carrying insurance on the Work or by governing fire or building authorities. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
 - 1. Flammable products shall be properly stored in containers acceptable to fire officials.
 - 2. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.
 - 3. Fire extinguishers shall be located where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stair well.
 - 4. Maintain unobstructed access to fire extinguishers, temporary fire protection facilities, stairways, and other access routes for fighting fires.
 - 5. Smoking shall be strictly prohibited on the construction site.
 - 6. Provide supervision of welding operations, soldering operations, combustion type temporary heating units, and similar sources of fire ignition.
- B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

- C. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Minimize the use of tools and equipment that produce excessive noise and restrict their use to hours that will minimize complaints from persons near the site.
- D. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. All cavities of masonry construction and masonry construction containing uncured mortar shall be covered during rainy conditions and at the end of a day's work.
 - 2. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilation and material drying or curing requirements to avoid dangerous conditions and effects. This protection shall provide adequate working areas during winter months, consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.
 - 3. Install tarpaulins securely, with non-combustible wood framing and other materials. Close openings 25 sq. feet or less with plywood or similar materials.
 - 4. Close openings through floor or roof decks and horizontal surfaces with load-bearing temporary construction. Where temporary wood or plywood is used and exceeds 100 sq feet in area, use fire-retardant treated framing and plywood.
- E. Protective Covering of the Work: The Contractor shall protect all finished surfaces, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of work by all trades.
 - 1. All finished surfaces, including factory-finished and job-finished items, shall be clean and not marred upon delivery of the building to the Owner. The Contractor shall, without extra compensation, refinish all spaces where such surfaces prove to have been inadequately protected and are damaged.
 - 2. Tight wood sheathing shall be laid under any materials that are stored on or moved over finished surfaces. Reinforced non-staining kraft building paper and plywood or planking shall be laid over all types of finished floor surfaces in traffic areas before moving any material over these finished areas. Wheelbarrows, if used over such areas, shall have rubber-tired wheels.
 - 3. Roof surfaces shall not be subjected to unnecessary traffic nor shall they be used for storage of material. Wherever such activity must take place in order to carry out the Work of the Contract, adequate protection shall be provided.
 - 4. Prohibit traffic on grass and landscaped areas.
- F. Provide temporary dust, dirt and soiling protection for items including, but not limited to: ductwork, mechanical and electrical equipment, and finish materials installed early in the construction sequence, such as floor clean-out covers.

3.03 TERMINATION AND REMOVAL

- A. Remove temporary facilities when the need has ended, or when replaced by authorized use of permanent facilities.
- B. Materials and facilities that constitute temporary facilities are the property of the Contractor.
- C. At Substantial Completion, clean and restore permanent facilities that have been used during construction, including but not limited to, replacing air filters, cleaning ductwork, and replacing lamps effected by substantial use.

END OF SECTION

- C. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.
- D. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
- E. Use of HVAC equipment and ductwork for ventilation during construction is not permitted:
 - 1. Provide temporary ventilation equivalent to 1.5 air changes per hour, minimum.
 - 2. Exhaust directly to outside.
 - 3. HVAC ductwork shall be kept clean, free of dust during storage, handling and installation. Seal HVAC air inlets and outlets immediately after duct installation with tape and plastic sheeting. All seams in ductwork shall be sealed.
- F. All inspection and filter replacement shall occur with the HVAC equipment turned off.
- G. Do not store construction materials or waste in mechanical or electrical rooms.
- H. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
 - 1. Inspect duct intakes, return air grilles, and terminal units for dust.
 - 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
 - 3. Clean tops of doors and frames.
 - 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
 - 5. Clean return plenums of air handling units.
 - 6. Remove intake filters last, after cleaning is complete.
- I. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- J. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage, and protection.
- C. Product option requirements.
- D. Procedures for Owner-supplied products.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Section 01 74 19 - Construction Waste Management: Waste disposal requirements potentially affecting product selection, packaging, and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project. See Section 01 30 00 - Administrative Requirements, for more information regarding product data submittals.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances. See Section 01 30 00 - Administrative Requirements, for more information regarding Shop Drawings.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples if requested by the Architect, of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Do not use products made using or containing CFC's or HCFC's.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with product model: Use a product of one of the manufacturers named; no substitutions if so indicated; substitutions by following substitution procedures.
- C. Products Specified by Naming One manufacturer with other acceptable manufacturers listed without product model: Submit a request for substitution following substitutions procedures.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual Specification Sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver shop drawings, product data, certificates, manufacturer's instructions and samples, to Architect and Owner.
 - 2. Arrange and pay for product delivery to site in accordance with the progress schedule.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and arrange for replacement of damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples. Submit to the Architect with notification of any observed discrepancies or problems anticipated due to non-conformance with the Contract Documents.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner. Record shortages, and damaged or defective items.
 - 3. Install blocking and supports as required for proper installation.
 - 4. Handle, uncrate, store, assemble, install, connect, adjust and finish products.
 - 5. Protecting products from damage and from exposure to the elements.
 - 6. After receipt, repair or replace items damaged the Contractor or persons under his control.
- C. Owner furnished equipment for installation by the Contractor may be indicated on the Drawings, or otherwise identified for the Contractor's information. Concealed wood blocking shall be provided for mounting equipment. See Section 06 10 54.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. The Contractor shall be responsible for the proper protection from damage of all materials and equipment prior to and following their incorporation into the Work. Materials and equipment shall be inspected by the Contractor
- D. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- E. Transport and handle products in accordance with manufacturer's instructions.
- F. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- G. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, products are undamaged and if found to be damaged or otherwise unsuitable, shall be promptly rejected.
- H. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- I. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
- J. All materials stored on or off the site shall be kept in secured, weathertight enclosures, and the Contractor shall correct, at no additional cost to the Owner, any damages resulting from his failure to provide proper protection. Such corrective work shall include total replacement if so required by the Architect.
- K. The Contractor shall exercise caution in temporarily loading materials on floors, decks, roofs, etc. It shall be the Contractor's responsibility to determine the size of loads to be imposed and

the adequacy of the affected structure to support such loads. The Contractor shall correct, at no additional cost to the Owner, any resultant damages.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 61 15
FASTENER REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General requirements for fasteners.

1.02 GENERAL REQUIREMENTS

- A. Fasteners: “Fasteners” includes nails, screws, bolts, wedge bolts, expansion bolts, chemical bolts, epoxy anchors, pins, powder actuated devices, and all other types of mechanical connections.
- B. Completely Specified Fasteners: Where fasteners are completely specified in the Contract Documents, provide the specified fasteners.
 - 1. “Completely specified” means the fastener type, material, finish, size, diameter, length, and spacing are specified.
- C. Fasteners Not Completely Specified: Fasteners may not be completely specified in the Contract Documents:
 - 1. To allow the Contractor to control means, methods, and techniques of construction.
 - 2. When “Engineering By Contractor” is required.
- D. Fasteners Selected By Contractor: For fasteners not completely specified in the Contract Documents, the Contractor shall:
 - 1. Select fasteners appropriate for each condition, substrate, load, and exposure.
 - 2. Use fastener manufacturer’s published load tables to determine fastener size and spacing.
 - 3. Provide a factor of safety of four or higher.
 - 4. Working load shall be maximum 25 percent of ultimate load capacity.
 - 5. Provide corrosion resistance at least equivalent to items being fastened.
 - 6. Provide isolation of all dissimilar metals.
 - 7. Obtain Architect’s approval of each fastener prior to use.
 - 8. Install fasteners in compliance with the fastener manufacturer’s recommendations.
- E. Fasteners for “Engineering by Contractor”: Provide fasteners indicated on the approved, engineered shop drawings.
- F. Submittals: For each fastener used, submit manufacturer’s data including load capacity, factor of safety, instructions, recommendations, and restrictions.

1.03 GENERAL REQUIREMENTS FOR STRUCTURAL FASTENERS

- A. Comply with fastener manufacturer’s instructions, recommendations, and limitations.
- B. Working Load Capacity: Install each fastener to achieve the fastener manufacturer’s published working load capacity.
 - 1. Working load capacity is not ultimate load capacity.
 - 2. Working load capacity, if not published, shall be maximum 25 percent of manufacturer’s published ultimate load capacity.
- C. Torque: Torque each fastener within the min/max range recommended by fastener manufacturer.
- D. Fasteners Requiring Pre-drilling or “Pilot” Holes:
 - 1. Use only the fastener manufacturer’s recommended coordinated drill bit diameter.
 - 2. Drill hole to depth recommended by fastener manufacturer.
 - 3. Clean holes prior to installation of fasteners.
 - 4. These are important requirements that significantly impact structural capacity.
- E. Quantity: As shown or, if not shown:
 - 1. Provide one fastener for each factory provided fastener hole in item being fastened.
 - 2. Provide at least two fasteners for each individual item being fastened.

3. Provide quantity to provide fastener working load capacity at least four times the actual load.

1.04 INSPECTING AND TESTING FASTENERS

- A. Contractor's Scope of Fastener Inspection and Testing: 100 percent of installed:
 1. Structural fasteners.
 2. Fasteners penetrating air barriers, water barriers, flashings.
- B. "Deficient Fastener" Definition: A fastener with one or more of these characteristics:
 1. Fastener is not the specified or approved fastener.
 2. Fastener is not the correct size, diameter, type, material, alloy, thread, finish, or appearance.
 3. Drive head is stripped.
 4. Threads are stripped.
 5. Fastener is broken or damaged.
 6. Fastener misses the intended framing or substrate.
 7. For light gage metal substrates, less than three threads penetrate completely through.
 8. Fastener cannot be tightened.
 9. Fastener cannot be torque to the fastener manufacturer's recommended torque.
 10. Fastener does not provide the intended or required load capacity.
 11. Required washers are missing.
 12. Visible appearance is damaged.

1.05 DEFICIENT FASTENER PROCEDURE

- A. Report deficient fasteners to Owner and Architect in writing with location photos and diagrams.
- B. Mark head of each deficient fastener bright red. Do not mark adjacent surfaces.
- C. Do not conceal deficient fasteners, until approved remediation is completed.
- D. Do not remove deficient fasteners, unless removal is part of approved remediation procedure.
 1. Removing deficient fasteners may cause unwanted holes, air infiltration, and water leaks.
- E. Propose remediation procedure to Owner and Architect including, without limitation:
 1. Removal of deficient fasteners.
 2. Replacement or correction of deficient fasteners.
 3. Restoration of damaged air barriers, flashings, sheathings, and related work.
- F. Execute approved remediation procedure.
- G. Re-inspect and retest every remediated fastener to prove the fastener is no longer deficient.

END OF SECTION

**SECTION 01 71 00
CUTTING AND PATCHING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included in This Section:
 - 1. Provide all labor, materials, equipment and services, etc., required for all cutting (including excavation), removal, fitting, patching, and/or repairs as required to:
 - a. Make the several parts fit properly.
 - b. Uncover work to provide for installing, inspecting, or both, of ill-timed work.
 - c. Remove and replace work not conforming to requirements of the Contract Documents.
 - d. Remove and replace defective work.
- B. Related Work:
 - 1. In addition to other requirements noted or specified, upon the Architect's request uncover work to provide for observation by the Architect of covered work, and remove samples of installed materials for testing.
 - 2. Do not cut or alter work performed under separate contracts without the Architect's written permission.

1.02 SUBMITTALS

- A. Where cutting and/or patching is required, the Architect's review of proposed cutting and patching procedures is required. The following information shall be included in the submission prior to proceeding with cutting:
 - 1. Clearly describe the extent of cutting and patching required and how it is to be performed. Layout the work on-site as appropriate. Indicate why it cannot be avoided.
 - 2. Describe the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components and changes in the building's appearance and other visual elements.
 - 3. List products to be used and firms that will perform the Work. Indicate dates for cutting and patching. Submit samples of actual materials to be used for patching.
 - 4. List any utilities that will be disturbed, relocated, made temporarily out-of-service, and indicate the length of service disruption.
 - 5. Where cutting and patching involves the addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
- B. Acceptance of the cutting and patching proposal by the Architect does not waive the Architect's right to later require complete removal and replacement of Work found to be unsatisfactory, nor does it alter the Contractor's sole responsibility for the safe and proper execution of all cutting and patching.
- C. Submit written notice to the Architect designating the time the Work will be uncovered, to provide for the Architect's observation.

1.03 QUALITY ASSURANCE

- A. Structural Work: Do not cut and patch structural elements in a manner that would reduce their structural characteristics such as load-carrying capacity or load deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements, including but not necessarily limited to:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Structural wood.
 - f. Lintels.

- g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Equipment supports.
 - k. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety.
- 1. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems, including but not necessarily limited to:
 - a. Shoring, bracing, and sheeting.
 - b. Primary operational systems and equipment.
 - c. Firewalls and fire separation assemblies.
 - d. Fire-rated and non-fire-rated smoke barriers.
 - e. Water, moisture, or vapor retarders.
 - f. Membranes and flashings.
 - g. Fire protection systems.
 - h. Sprayed-on Fireproofing.
 - i. Noise and vibration control elements and systems.
 - j. Control systems.
 - k. Voice, video, and data systems.
 - l. Conveying systems.
 - m. Electrical wiring systems.
- C. Miscellaneous: Do not cut and patch elements in a manner that would reduce their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 1. Obtain approval of the cutting and patching proposal before cutting and patching building elements, including but not necessarily limited to:
 - a. Water, moisture or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtainwall construction.
 - d. Noise and vibration control elements and systems.
 - 2. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.
- D. Remove, replace, patch and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. For replacement of items removed, use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass that of existing materials.

2.02 PAYMENT FOR COSTS

- A. Perform cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.
- B. All costs resulting from ill-timed or defective work, or work otherwise not conforming to the Contract Documents shall be borne by the Contractor.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection: Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
- B. After uncovering the work, inspect conditions affecting installation of new work.
- C. Prior to proceeding, meet with all parties involved in cutting and patching including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Discrepancies: If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.
- B. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Work that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas. Take all precautions to avoid cutting existing pipe, conduit, or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.
- D. Provide proper dirt, dust, fume, vapor, and noise control.
- E. Verify the conditions and requirements of all existing warranties that may be affected by cutting and patching (such as roofing warranties). It is the intent that all cutting and patching be performed in a manner that preserves all such warranties in full, without compromise.

3.03 PERFORMANCE

- A. General: Cutting and patching shall be kept to an absolute minimum by careful planning and through proper holes, sleeves, anchors, inserts, or other built-ins as the Work progresses.
- B. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- C. The Contractor shall properly restore work that has been cut or removed and install new products to provide completed work in accordance with the requirements of the Contract Documents. Existing surfaces shall be restored to their original condition.
- D. Cutting: Perform cutting and demolition by methods least likely to damage elements to be retained or adjoining construction and that will provide proper surfaces to receive installation of repair and new work. Where possible, review procedures with the original installer. Comply with the original installer's recommendations.
- E. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- F. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- G. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
- H. Perform necessary excavating and backfilling as required under pertinent other Sections of these Specifications.
- I. By-pass utility services such as pipe or conduit, before cutting, where services are shown, or removal required, relocated, or abandoned. Cut off pipe or conduit in walls or partitions, to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

- J. Patching: Perform fitting and adjusting of products as required to provide finished installations complying with the specified tolerances and finishes or otherwise satisfactory to the Architect.
- K. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- L. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- M. Where the removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
- N. Where patching occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch, after the patched area has received primer and first coat.
- O. Patch, repair, or re-hang existing ceilings, as necessary to provide an even plane surface of uniform appearance.
- P. At penetrations in fire-resistive rated walls, partitions, ceilings, floors, or roof construction, completely seal voids with firestopping materials in compliance with Section 07 84 00 - Firestopping.

3.04 CLEAN-UP

- A. All debris and rubbish shall be properly removed from the premises as it occurs. All materials shall be properly disposed of off-site, in strict accordance with all applicable Laws, Rules, Regulations, and Ordinances.
- B. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean surfaces before painting or finishing.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum, glass and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 10 00 - Site Clearing for use options.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Construction waste shall be sent to a certified recycling facility for sorting to recycle and reuse whenever possible. Any loads contaminated with municipal solid waste shall be taken to a municipal transfer station for off loading and trucking to a certified recycling facility. Materials that cannot be recycled or reused shall be landfilled. It is expected that at least 75% of loads shall be diverted from landfills.
- F. Demolition debris shall be sent to a certified recycling facility for sorting to recycle, reuse and remainder to landfill. It is expected that at least 75% of loads shall be diverted from landfills.
- G. Estimated Analysis of Construction Waste and Demolition Debris:
 - 1. Quantity of construction waste and Demolition shall be determined as the materials are removed from the job site. Certifications shall be provided by the construction waste / demolition waste removal contractor to confirm and document the quantities of recycled content and the quantity of landfill content.
 - 2. Detailed logs of all waste removal and recycling shall be provided by the certified recycling facilities on a monthly basis. The log shall include:
 - a. Date, disposal ticket #, materials type, total weight of the load, weight of material recycled from the load, % of materials recycled, materials destinations, tipping fees and disposal cost.
- H. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on-site or off-site.
- I. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Monthly Reports: The certified recycling facility shall submit monthly reports of all project demolition debris and construction waste removed, recycled and landfilled. The report shall include:
 - 1. Date, disposal ticket #, materials type, total weight of the load, weight of material recycled from the load, % of materials recycled, materials destinations, tipping fees and disposal cost.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate a person who will be responsible for implementing the plan, instructing workers, coordinating waste materials handling, any on-site separation requirements for all trades and overseeing and documenting results of the Waste Management Plan.
- B. Facilities: Provide specific facilities for on-site containment and transportation of demolition debris and construction waste materials to off-site recycling and disposal facility for use by all contractors and installers

1. Provide containers as required.
 2. Provide adequate space for pick-up and delivery of containers.
 3. Keep trash/waste bin areas neat and clean.
- C. Keep trash/waste collection areas neat and clean.
- D. Do not handle, separate, store, salvage, or recycle hazardous materials. Contact Owner if hazardous materials are encountered.

END OF SECTION

SECTION 01 78 00
PROJECT CLOSE-OUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Substantial Completion procedures.
 - 1. Project Close-out meeting.
 - 2. Occupancy Permit.
- B. Project Record Documents.
 - 1. List of Subcontractors and material suppliers.
 - 2. Operation and Maintenance Data.
 - 3. Warranties and bonds.
 - 4. Testing Agency Final Report.
 - 5. Certificate of Occupancy.
- C. Architect's evaluation of the Work.
- D. Final Acceptance procedures.
- E. Operating and Maintenance Instructional Sessions.
- F. Adjustments.
- G. Final Cleaning.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 00 00 - General Requirements.
- C. Section 01 00 30 - Electronic Media: Record Drawing backgrounds.
- D. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- E. Section 01 40 00 - Quality Services: Final Test Reports.
- F. Section 01 78 10 - Warranties: General warranty requirements.
- G. Individual Product Sections: Specific requirements for operation and maintenance data.
- H. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBSTANTIAL COMPLETION PRELIMINARY PROCEDURES

- A. Prior to requesting evaluation of the Work for certification of Substantial Completion, the Contractor shall complete the following items.
- B. Close-out Meeting: Not less than thirty (30) days prior to the anticipated date of Substantial Completion, the Contractor shall conduct a Project close-out meeting. Participants in the meeting shall include the Contractor, subcontractors, Owner and Architect. The Contractor shall prepare the agenda and schedule of close-out tasks, for prior distribution, which, among other items as may be determined by the Contractor, shall include the following:
 - 1. Indoor Air Quality Testing (as applicable)
 - 2. Other Testing.
 - 3. Punch Lists:
 - a. Contractor
 - b. Architect / Owner
 - 4. Final Cleaning Operations.
 - 5. Transition Security Issues.
 - 6. Transition Issues.
 - 7. Record Information:
 - a. Warranty binder

- b. O&M manuals
- 8. Close-out Paperwork:
 - a. Release of Liens
 - b. Testing Agency Final Report. Project Final Report Summary to AHJ, Owner and Contractor.
 - c. Certificate of Occupancy.
- C. Adjust Contract Amount by Change Order to assess Owner for additional cost or savings due to increase or decrease in:
 - 1. Savings accrued under the Guaranteed Maximum Price.
- D. Contractor's Punch List: Prior to preparation of a punch list by the Owner and Architect, the Contractor shall prepare his own comprehensive punch list, and along with his subcontractors, properly complete all Work items thereon. The receipt of the Contractor's written punch list, clearly identifying all completed and pending items, shall be considered a prerequisite for the commencement of the Owner and Architect's evaluation of the Work for Substantial Completion.
- E. Submit warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- F. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities, including Occupancy Permits, operating certificates and similar releases. If the Project is completed in phases, obtain Occupancy Permits as required by governing authorities.
- G. Discontinue, change over and remove temporary facilities from the site. Remove temporary protection measures provided during construction.
- H. Final Cleaning.
- I. Certificate of Occupancy: The Contractor shall schedule various inspections with the Authority Having Jurisdiction as required to obtain a Certificate of Occupancy. The Contractor shall submit a copy of the Certificate of Occupancy to the Architect.

1.04 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
 - 1. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Complete miscellaneous records, place in good order, properly identified and bound ready for reference and submit to the Architect for the Owner's records.
 - 2. List of Subcontractors: The Contractor shall submit to the Architect two (2) typed updated lists of all subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
 - 3. Certificate of Occupancy.
- B. Warranties and Bonds:
 - 1. The Contractor shall submit to the Architect two (2) typed sets, neatly bound and indexed in a loose leaf binder, of all warranties, certificates and bonds as required by the Contract Documents.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period. Pages shall be pre-punched for insertion into the bound set.
- C. Contractor's punch list submission to Architect.

1.05 ARCHITECT'S EVALUATION

- A. On receipt of a written request from the Contractor, the Architect will either proceed with evaluation of the Work for Substantial Completion or advise the Contractor of requirements yet to be completed prior to evaluation.
- B. Based on his/her observations, the Architect will provide a written list, or "Punch List", of items to be corrected or to be completed. The Architect's list may not include all Work necessary for completion in accordance with the Contract Documents and shall not in any way relieve the Contractor of responsibility for compliance with the Contract Documents.
- C. The Architect shall prepare the AIA G704 Certificate of Substantial Completion form and attach his/her written evaluation list thereto.
- D. Additional Work found to be incomplete or not in conformance with the Contract Documents after the Architect's evaluation shall be completed or corrected before Final Acceptance and Final Payment.
- E. When Work has been completed or corrected, the Contractor shall submit to the Architect a written request for re-evaluation. Include a copy of the Architect's previous evaluation report with notation of action taken for each item.

1.06 FINAL ACCEPTANCE

- A. Within five (5) working days after the date of Substantial Completion, the Contractor shall provide a list of final Contract requirements with anticipated completion dates including:
 - 1. List of incomplete Work.
 - 2. Final Change Orders.
 - 3. Assurances that unsettled claims will be settled.
 - 4. O& M Manuals, Final Project Photos, Damage or Settlement Survey or other final record information.
 - 5. Final Application for Payment with releases and supporting documentation, including final waivers of lien.
 - 6. Written confirmation that corrective work related to any failed quality control testing has been provided, and that satisfactory retesting has been performed and approved by the testing agency.
- B. Re-evaluation Procedure: The Architect will re-evaluate the Work upon receipt of written notice from the Contractor that the Work, including correction of items previously noted, has been completed.
 - 1. Upon completion of re-evaluation, the Architect will prepare a Certificate of Final Acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
 - 2. If necessary, re-evaluation for Final Acceptance will be repeated. Cost of re-evaluation will be the responsibility of the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 INDOOR AIR QUALITY MANAGEMENT

- A. The Contractor and his various subcontractors as he may direct shall implement the procedures throughout construction in an effort to improve indoor air quality during the Owner's occupancy. See 01 57 19 – Temporary Environmental Controls.

3.02 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the Specification Sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages, house in plastic sleeves.
- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of [], [], Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.

- f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.

3.05 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products in quantities as specified in individual Specification Sections. Deliver to the site and place in locations as directed by the Owner. Obtain receipts signed by Owner's Representative and submit copies to the Architect if so directed.

3.06 WARRANTIES AND BONDS

- A. See Section 01 78 10 - Warranties, for additional information.
- B. Retain warranties and bonds until time specified for submittal.
- C. Manual: Bind in commercial quality 8-1/2 by 11-inch three D side ring binders with durable plastic covers.
- D. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- E. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- F. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.07 FINAL TESTING REPORTS

- A. See Section 01 40 00 - Quality Services.

3.08 FINAL CLEANING

- A. Final Cleaning: Upon the completion of the Work, the Contractor shall remove all tools, scaffolding, surplus materials, debris, and shall leave the Work "broom clean" or its equivalent. The Owner will perform all other final cleaning prior to any air testing or building flush-out procedures as described in Section 01 57 19 – Temporary Environmental Controls.

END OF SECTION

SECTION 01 78 10
WARRANTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for warranties.

1.02 RELATED SECTIONS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 78 00 - Project Close-out.
- C. Divisions 2 through 28 for specific Section requirements.

1.03 GENERAL

- A. Manufacturers' disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- B. "Standard Product Warranties" are preprinted written warranties published by individual manufacturers of particular products and are specifically endorsed by the manufacturer to the Owner.
- C. "Special Warranties" are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.04 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. Owner's Right of Refusal: The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- F. Commencement Date of Warranties: The Date of Substantial Completion designates the commencement date for warranties unless specifically indicated otherwise.
 - 1. Commencement of warranties for items not accepted shall not begin until after items have been accepted.

1.05 SUBMITTALS

- A. Submit written warranties and bonds to the Architect in conformance with Section 01 78 00 - Project Close-out.
- B. When a special warranty is required from the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Architect for review by the Owner prior to final execution.
- C. Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - 1. Verify the documents are in proper form, contain full information, and are notarized. Co-execute warranties when required.

1.06 SCHEDULE OF GUARANTEES, WARRANTIES, AND BONDS

- A. Guarantee: The Contractor shall guarantee the entire Work to be free from defective or improper work or materials, and shall make good any damage due to such work or materials for a term of one year from the date of the satisfactory completion and acceptance of the Work. In general the commencement date for warranties and guarantees shall be the date of Substantial Completion. Under no circumstances shall any warranties or guarantees for any individual or collective materials or items of equipment commence prior to the date of Substantial Completion. Extended guarantees or warranties shall be provided as specified elsewhere.
- B. Provide guarantees, warranties, and bonds on products and installations as specified in individual Sections.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alterations purposes and as otherwise required for the complete and proper execution of the Work.
- B. The Work of this Section is not necessarily fully represented on the Drawings or specifically identified herein. The Contractor, either himself or through his various subcontractors, shall thoroughly review all available documents and shall visit the site and existing building prior to bidding, as required to fully satisfy himself as to the types, locations and quantities of demolition work required for the complete and proper execution of the Work. No pleas of misunderstanding resulting from the failure to adequately inspect existing conditions will be entertained and no additional expenses related thereto will be granted.

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities: Security, protective barriers, and waste removal.
- B. Section 01 71 00 - Cutting and Patching
- C. Section 01 74 19 - Construction Waste Management: Limitations on disposal of removed materials; requirements for recycling.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

- A. For replacement of Work removed, use materials that comply with the pertinent Sections of these Specifications. All other materials, not specifically described but required for a complete and proper job, shall be as selected by the Contractor, subject to the approval of the Architect.

PART 3 EXECUTION

3.01 SPECIAL REQUIREMENTS FOR DEMOLITION

- A. All methods, techniques and procedures of safety, shoring, barricading, fencing, protection, demolition, removal and disposal are left solely to the discretion of, and shall be the responsibility of the Contractor. Special attention shall be paid to the issues of safety and protection of existing construction and/or landscaping and site improvements to remain. The Contractor shall take all precautions necessary to prevent the movement, settlement, or failure of adjacent construction. See Section 01 00 00 - General Requirements, for additional information.
- B. The Contractor shall be responsible for compliance with all applicable Local, State and Federal environmental regulations, including but not limited to the National Emission Standard for Hazardous Air Pollutants, as enforced by the United States Environmental Protection Agency. It shall be the Contractor's responsibility to provide all inspections and notifications related thereto.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain and pay for all required permits and approvals required for demolition, hauling, dumping and in general, all activities related to the Work of this Section.
 - 2. Comply with applicable requirements of NFPA 241.
- B. The Contractor shall be alert to potential problems or dangerous conditions. He shall exercise caution during demolition or removal which may affect structural safety. He shall proceed only when he has fully satisfied himself that he has provided proper support, shoring, bracing, protection, and safety precautions.
 - 1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. The Architect's Scope of Services and responsibilities exclude the investigation, discovery, detection, identification, presence, leakage, release, use, handling, disposal, encapsulation, abatement, treatment or removal of, or exposure of a person or persons to, hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre existing or otherwise deposited at any time and in any form at the Project, including but not limited to volatile organic compounds, molds, fungus, bacteria, petroleum products, lead, asbestos or asbestos products, radon and electro-magnetic frequency radiation or other radiation. Should any such substances be encountered, the Owner and Architect shall be promptly notified, in writing.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.

- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 74 19 - Waste Management.
- C. Contractor shall leave the site in neat, clean and safe condition, with all appropriate barricades, fencing, warning signage, etc. securely in place, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 09 05 61

COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section applies to all floors identified in the Contract Documents to receive:
 - 1. Resilient flooring.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing requirements of concrete floor slabs for moisture and alkalinity (pH) by the Owner's testing agency.
- E. Moisture barrier coating system for concrete floor slabs.
 - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.

1.02 RELATED REQUIREMENTS

- A. Section 01 23 00 - Alternates: Bid pricing for remediation treatments if required.
- B. Section 01 40 00 - Quality Requirements: Additional requirements relating to testing agencies and testing.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Alternates : See Section 01 23 00 - Alternates.

1.04 REFERENCE STANDARDS

- A. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2011.
- B. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.

1.05 SUBMITTALS

- A. Visual Observation Report: For existing floor coverings to be removed.
- B. Product Data: Floor covering and adhesive manufacturers' product data for each specific combination of substrate, floor covering, and adhesive to be used; submit:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- C. Product Data: Moisture barrier system manufacturer's published data on each product to be used for remediation.
- D. Field Reports:
 - 1. Submit visual observation report for existing floor coverings to be removed.
 - 2. Submit contractor's field adhesive bond and compatibility test results.

1.06 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing will be performed by an independent testing agency employed and paid by Owner.
- B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.

4. Achieve and maintain specified ambient conditions.
 5. Notify Owner when specified ambient conditions have been achieved and when testing will start.
- D. Moisture Barrier Installer Qualifications: Company specializing in performing work of the type specified in this Section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years of experience installing moisture emission coatings.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

1.08 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Patching Compound: Cementitious type recommended by flooring manufacturer, suitable for conditions, and compatible with adhesive and floor covering. Calcium sulphate, plaster or gypsum based toppings, leveling and patching compounds are not acceptable.
 1. Product: K-15 by Ardex. (Slope / Build-up Product: SD-P by Ardex).
- B. Slab Moisture Barrier System: Epoxy slab coating for moisture vapor remediation and primer coat. VOC regulation compliant; Low odor; VOC content <10 g/l.
 1. Substrate preparation and conditions shall be reviewed and confirmed with the manufacturer's technical representative prior to installation.
 2. Products:
 - a. VAP I 2000 coating, VAP I 06 primer by Koster.
 - b. Defender coating, MP Primer by Chapco, a division of H.B. Fuller.
 - c. AquArmor MCS by General Polymers - Sherwin Williams

PART 3 EXECUTION

3.01 EXAMINATION AND FIELD TESTING

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Substrate surface pitch shall be confirmed with a laser level for conformance to pitch requirements. Report results to Architect and Owner.
- D. Concrete Floor Surfaces: Verify that substrate conforms to ASTM F710.
 1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
 2. Conduct adhesive bond tests.
 3. Conduct water absorption (slab porosity) tests per ASTM F3161-16.

- E. Owner's testing agency shall test existing concrete slab surfaces prior to installation of any flooring. Test results shall be made available to the contractor for determination of acceptability by the flooring and adhesives manufacturers. Contractor shall obtain instructions from flooring manufacturers if test results are not within their recommendation limits. Testing shall include:
 - 1. Internal relative humidity rates per ASTM F2170
 - 2. Moisture vapor emission rates per ASTM F1869.
 - 3. Alkalinity, pH rates per ASTM 710.
- F. Testing Agency's Report: Include:
 - 1. Description of areas tested; include floor plans and photographs if helpful.
 - 2. Summary of conditions encountered.
 - 3. Moisture and pH test reports.
 - 4. Copies of specified test methods.
 - 5. Recommendations for remediation of unsatisfactory surfaces.
 - 6. Include certification of accuracy by authorized official of testing agency.
 - 7. Submit report directly to Owner not more than two business days after conclusion of testing.
- G. If remedial work is recommended by the flooring and adhesive manufacturers, the preparation for and installation of moisture control coatings shall be inspected by the product manufacturer's technical representative and tested for adequacy by the Owner's testing agency prior to resumption of the flooring installation.
- H. Any conditions that could adversely affect the flooring installation shall be corrected, prior to proceeding with the Work. Commencement of the installation of flooring shall be considered acceptance of the concrete slab as being suitable for the intended application. Any conditions that could adversely affect the flooring installation shall be brought to the Contractor's attention, for resolution, prior to proceeding with the Work.

3.02 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
 - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Removal of existing floor covering as recommended by the RFCI - Recommended Work Practices for Removal of Resilient Floor Coverings. Remove and dispose of removed materials in accordance with local, State, and federal regulations and as specified.
 - 2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
 - a. Do not attempt to remove coating or penetrating material.
 - b. Do not abrade surface.
 - 3. Preliminary cleaning for all slabs.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
 - 1. Surface preparation for and installation of moisture control coatings shall be inspected by the product manufacturer's technical representative and tested for adequacy by the Owner's testing agency prior to resumption of the flooring installation.
 - 2. Determination shall be made whether slab surface is required to be roughened by shot blast treatment prior to installation of moisture barrier system.
 - 3. Install self-leveling underlayment as/if required for adhesion of flooring adhesive over moisture barrier.
- C. Remove subfloor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with subfloor patching compound to achieve smooth, flat, hard surface. Provide transition strips directly over construction joints between new and existing floor slabs where applicable.

- D. Resilient flooring shall not be installed over floors that have been treated with chemical compounds. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by the manufacturer. Do not use solvents.
- E. Installation of patching and sloping compounds:
 - 1. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities.
 - 2. Subfloor surfaces shall not vary more than plus or minus 1/8" in any 10' dimension. Neither shall they vary at a rate greater than 1/16" per running foot. Leveling compound shall be used for larger areas. Prohibit traffic until patching and sloping compounds are cured.
 - 3. For subfloor surfaces intended to slope to floor drains and into showers, build-up product shall be installed precisely to create proper pitch. Floor pitch shall be laser verified with results submitted to the Architect and Owner.
- F. All flooring surface transitions shall be as smooth and level as possible. Carpet and resilient flooring shall be laid flush with all adjacent flooring materials. Fill edge of subfloor adjacent to higher flooring with approved crack and leveling filler as required to provide a smooth transition. Filler shall be feathered back to subfloor a minimum of one foot for each 1/16" of thickness.

3.03 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

END OF SECTION

SECTION 09 65 00
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient sheet flooring.
- B. Resilient base.
- C. Substrate patching and leveling as required.
- D. Installation accessories.
- E. Note: See ID Drawings for flooring pattern layouts.

1.02 RELATED REQUIREMENTS

- A. Section 01 40 00 - Quality Requirements: Concrete slab moisture testing.
- B. Section 09 05 61 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, preparation and slab moisture barrier system.

1.03 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2014).
- D. ASTM F1303 - Standard Specification for Sheet Vinyl Floor Covering with Backing; 2004 (Reapproved 2014).
- E. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).
- F. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete SubFloor Using Anhydrous Calcium Chloride, 2011
- G. ASTM F1913 - Standard Specification for Vinyl Sheet Floor Covering Without Backing; 2004 (Reapproved 2014).
- H. ASTM F2034 - Standard Specification for Sheet Linoleum Floor Covering; 2008 (Reapproved 2013).
- I. ASTM F2169 - Standard Specification for Resilient Stair Treads; 2015.
- J. ASTM F 2170 - Standard Test method for Determining Relative Humidity of Concrete Slabs Using In-situ Probes.
- K. ASTM F2195 - Standard Specification for Linoleum Floor Tile; 2013.
- L. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plan for all sheet goods. All proposed seams shall be indicated. Installation shall not begin prior to the Architect's review and acceptance.
- D. Verification Samples: Submit 2 samples, 6 x 6 inch in size illustrating colors and patterns for each resilient flooring product specified.
- E. Certification and Field Reports:

1. Prior to installation of flooring, submit written certification by each flooring manufacturer that condition of sub-floor is acceptable.
 2. Submit copies of manufacturer's technical representative's field reports for each field visit.
- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, and Section 01 78 00 - Project Close-out, for additional provisions.
 2. Extra Flooring Material: 200 square feet of each type and color.
 3. Extra Wall Base: 50 linear feet of each type and color.
 4. Materials shall be in provided in unbroken packaging when job is complete. Notify the Architect in writing of the quantity and location of materials furnished. These materials may not be used by the Contractor for corrective work during the warranty period.

1.05 QUALITY ASSURANCE

- A. All resilient flooring shall comply with ASTM E84 Flame Spread Rating of Class II (75 or less) and ASTM E662 Smoke Developed (450 or less) unless otherwise indicated.
- B. All vinyl composition products shall be by a single manufacturer. All rubber products shall be by a single manufacturer, and all linoleum shall be by a single manufacturer unless otherwise directed or approved by the Architect.
- C. All colors shall match as directed by the Architect and shall be from the same "color run" or "dye lot".
- D. All adhesives shall be as recommended by the flooring product manufacturer and shall be formulated asbestos-free.

1.06 MOCK-UPS

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Construct sheet flooring mock-ups where indicated on the Drawings, incorporating all components specified for the location.
 1. Minimum size of mock-up is to incorporate inside and outside corner condition, as well as flooring transitions of each type; minimum of 6'-0" in length. To be completed at beginning of Phase 1 for review and approval.
- C. Construct mock-up for each type of flooring transition to include leveling and shimming products, flooring on both sides of the transition and transition strips. The Owner shall test each mock-up for ease of movement for wheeled equipment. Flooring transitions shall provide smooth, bump-free transitions to facilitate movement of wheeled equipment and minimize tripping hazards.
 1. Approved mock-ups may remain as part of the Work.

1.07 PRE-INSTALLATION MEETING

- A. Convene a pre-installation meeting after the results of slab testing are available and at least one week before starting work of this Section; require attendance by the Contractor, a technical representative from each flooring manufacturer, flooring installer, Architect and Owner, to review slab moisture levels, floor surface conditions, temperature and preparation requirements, ambient temperature and relative humidity during and after installation, materials, installation procedures and coordination of related work.
 1. A field report summarizing the findings and recommendations from this meeting shall be issued by the technical representatives and copied to the Owner and Architect.
 2. Written certification from each flooring manufacturer that condition of sub-floor is acceptable for flooring installation shall be issued and copied to the Owner and Architect.
 3. If a slab sealer or other remedial work is required to make the condition of the sub-floor acceptable for the flooring installation, slab preparation and slab sealer product installation shall be field reviewed by the manufacturer's technical representatives and application tested (thickness, adhesion, etc) to confirm compliance with product recommendations.

1.08 DELIVERY, STORAGE, AND PROTECTION

- A. Store all materials off of the floor in an acclimatized, weather-tight space.
- B. Protect roll materials from damage. Store roll material as directed by the manufacturer. All resilient flooring materials shall be stored in undamaged condition as packaged by the manufacturer, with manufacturer's seals and labels in tact.

1.09 FIELD CONDITIONS

- A. See Section 01 00 00 - General Requirements, for minimum indoor air quality improvement requirements.
- B. Maintain temperature in storage area between 65 degrees F and 90 degrees F.
- C. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain ambient and floor slab conditions at 60 degrees F and above. Slab and ambient conditions shall be monitored.

1.10 WARRANTY

- A. See Section 01 78 00 - Project Close-out, for additional requirements.
- B. Provide manufacturer's product warranty. See product listing for term.

1.11 OWNER TRAINING

PART 2 PRODUCTS

2.01 SHEET FLOORING

- A. Linoleum Sheet Flooring Type RF-1 & RF-2: Homogeneous wear layer bonded to backing; ASTM F2034.
 - 1. Critical Radiant Flux: Class 1, minimum 0.45 watt per sq cm per ASTM E 648.
 - 2. Thickness: 0.12 inch, minimum, excluding backing.
 - 3. Sheet Width: 79 inch.
 - 4. Seams: Do not use heat welding.
 - 5. Colors and Patterns: See Finish Legend.
 - 6. Product:
 - a. Basis of Design: Marmoleum Decibel by Forbo Linoleum, Inc.

2.02 RESILIENT BASE

- A. Resilient Base Type RB-1: Type TP, rubber, thermoplastic; field made outside corners.
 - 1. Surface Burning Characteristics, ASTM E84: Class B.
 - 2. Critical Radiant Flux: Minimum 0.45 watt per sq cm per ASTM E 648.
 - 3. Height: 4 1/4 inches and as indicated in the Finish Legend.
 - 4. Thickness: 0.400 inch.
 - 5. Length: 8 foot length.
 - 6. Warranty: 2 years.
 - 7. Products:
 - a. Basis of Design: Delineate MW-XX-T by Johnsonite, a Tarkett Company.

2.03 ACCESSORIES

- A. Subfloor Patching Compounds: See Section 09 05 61 - Common Work Results for Flooring Preparation.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; low VOC types, as required to provide bonding for measured slab porosity; recommended by flooring manufacturers.
- C. Flooring Transitions:
 - 1. Transitions shall be centered under doors, shall not be required between new resilient flooring seams, and shall be overlapping type that covers new and existing flooring edges.
 - 2. Colors and Finishes: See Finish Legend.

3. Products:
 - a. Configurations to suit job conditions, subject to Architect's prior review.
 - 1) Wheeled Traffic Transition Strips by Tarkett.
 - 2) Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 GENERAL

- A. Floor tile pattern layouts shall be as designed by the Architect. Flooring shall be placed so that fields or patterns center on area. The Architect shall select the pattern (direction of grain) to be used.
- B. Unless otherwise approved by the Architect, flooring materials shall extend below fixed casework and millwork to cover the entire floor areas. Where integral base is provided, it shall extend behind casework to form a watertight base.

3.02 EXAMINATION AND FIELD TESTING

- A. See Section 09 05 51 - Common Work Results for Flooring Preparation.
- B. Any conditions that could adversely affect the flooring installation shall be corrected, prior to proceeding with the Work. Commencement of the installation of flooring shall be considered acceptance of the concrete slab as being suitable for the intended application. Any conditions that could adversely affect the flooring installation shall be brought to the Contractor's attention, for resolution, prior to proceeding with the Work.

3.03 PREPARATION

- A. See Section 09 05 51 - Common Work Results for Flooring Preparation.

3.04 FLOORING INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Install terminations as identified above. In general, flooring substrates shall be shimmed to provide a level transition between flooring surfaces without transition strips.

3.05 INSTALLATION - SHEET FLOORING

- A. Lay flooring in accordance with accepted seaming shop drawings.
- B. Flooring shall be laid continuously wall-to-wall, without joints, unless specifically accepted by the Architect prior to installation.
- C. In general, lay flooring with seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns carefully at seams.
- D. Seams are prohibited in bathrooms, kitchens, toilet rooms, and custodial closets.
- E. Seal seams by heat welding where indicated.

3.06 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints. Install wall base in lengths as long as without gaps at seams and with tops of adjacent pieces aligned. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- B. Miter internal and external corners. Special attention shall be paid to firmly securing base.
- C. Install base on solid backing. Bond tightly to wall surfaces.
- D. Scribe and fit to door frames and other interruptions. Install base on all built-in cabinets, locker bases, etc., unless specifically indicated otherwise. Base shall extend around all sides of cabinetwork.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control and inspection.
- B. Manufacturer's Inspections: Following the requirements for pre-installation field meeting and sub-floor preparations for the flooring installation, inspections shall be made by technical representatives of each flooring system manufacturer at the following points in the flooring installation:
 - 1. First, early in the installation process to ascertain that flooring procedures and details discussed at the pre-construction meeting are being followed.
 - 2. Second, at the completion of the installation, to review the completed installation. Manufacturer's technical representative's field reports for each site visit shall be copied to the Owner and Architect.

3.08 CLEANING

- A. Immediately after installation, remove excess adhesive and other blemishes from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.
- C. When installation is complete and after resilient vinyl floor materials have set for four to five days, or as recommended by the flooring manufacturer, but not sooner than four days prior to inspection for Substantial Completion, scrub and rise floors thoroughly. Apply one coat of sealer and undercoater as recommended by the wax manufacturer. Apply one coat of self-polishing wax as recommended by the wax manufacturer.
- D. Promptly correct work rejected by the Architect. Any tiles that require replacement shall be waxed.

3.09 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation. Protect flooring against marks and damage from construction operations utilizing methods recommended by the flooring manufacturer. Cover tiles with undyed building paper until inspection for Substantial Completion.

END OF SECTION

SECTION 09 68 13
TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flocked carpet tile, fully adhered.

1.02 RELATED REQUIREMENTS

- A. Section 09 05 61 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, cleaning, and preparation.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Shop Drawings: Confirm lay pattern and any special layout requirements. See ID Drawings.
- D. Samples: Submit confirmation carpet tiles illustrating color and pattern design for each carpet color selected.
- E. Manufacturer's Installation Instructions: Indicate special procedures.
- F. Certification and Field Reports:
 - 1. Prior to installation of flooring, submit written certification by each flooring manufacturer that condition of sub-floor is acceptable.
 - 2. Submit copies of manufacturer's technical representative's field reports for each field visit.
- G. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of Project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Carpet Tiles: One full cartoon of each color and pattern installed.
 - 3. Extra stock shall match products installed and shall be packaged in protective covers for storage and identified with labels describing contents. All packages shall be marked and part of an inventory listing to be provided to the Owner and Architect.
 - 4. The tile shall not be used by the Contractor for corrective work during the warranty period.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum ten years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet tile with minimum five years of documented experience and approved by carpet tile manufacturer.

1.05 PRE-INSTALLATION MEETING

- A. Convene a pre-installation meeting at least two weeks before starting work of this Section; require attendance by the Contractor, a technical representative from each carpet manufacturer, carpet installer, Architect and Owner, to review slab moisture levels, floor surface conditions and preparation requirements, materials, installation procedures and coordination of related work.
 - 1. A field report summarizing the findings and recommendations from this meeting shall be issued by the technical representatives and copied to the Owner and Architect.
 - 2. Written certification from each carpet manufacturer that condition of sub-floor is acceptable for flooring installation shall be issued and copied to the Owner and Architect.

1.06 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Carpet Tile Plank Type FC-1: Flocked, Class 33 heavy duty, manufactured in one color dye lot.
 - 1. Critical Radiant Flux, ASTM E648: Min.0.45 watt per square centimeter.
 - 2. Total Thickness: 5 mm.
 - 3. Tile Size: See Drawings.
 - 4. Color and Lay Pattern: See Finish Legend.
 - 5. Slip Resistance: Dry – very low slip risk; Wet low slip risk.
 - 6. Warranty: Manufacturer's twenty years.
 - 6. Basis of Design: Flotex Modular Lava by Forbo Flooring Inc.

2.03 ACCESSORIES

- A. Sub-Floor Filler and Leveler: See Section 09 05 61 and as recommended by flooring manufacturer.
- B. Transition Strips: See Section 09 65 00, color as selected.
- C. Adhesives: As recommended by the carpet tile manufacturer, compatible with materials being adhered; Low VOC.

PART 3 EXECUTION

3.01 EXAMINATION AND FIELD TESTING

- A. See Section 09 05 51 - Common Work Results for Flooring Preparation.
- B. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- C. Any conditions that could adversely affect the flooring installation shall be corrected, prior to proceeding with the Work. Commencement of the installation of flooring shall be considered acceptance of the concrete slab as being suitable for the intended application. Any conditions that could adversely affect the flooring installation shall be brought to the Contractor's attention, for resolution, prior to proceeding with the Work.
- D. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- E. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

3.02 PREPARATION

- A. See Section 09 05 51 - Common Work Results for Flooring Preparation.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions. Lay carpet in pattern indicated in the Finishes Legend.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps. Locate change of color or pattern between rooms under door centerline.
- E. Fully adhere carpet tile to substrate. Trim carpet tile neatly at walls and around interruptions. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces. Clean and vacuum carpet surfaces.

END OF SECTION