

## Addendum #1

Directorate of Facilities Engineering

6 December 2021

This Addendum modifies, amends, and supplements designated parts of the Contract Documents, Specifications and Drawings for:

**Bog Brook Kitchen Renovation, Gilead, Maine, Project Number 23TR19-603-D, BGS Project Number 3195, Bid Number 22-017.**

It shall be the responsibility of the Contractor to notify all Subcontractors and Suppliers for various portions of the work of any changes or modifications contained in this Addendum.

---

### **Clarification Items:**

1. **Project Concern:** The subcontractors will not have time to present their subcontractor pricing due to the holidays.  
**Answer:** The Owner shall change the Bid Opening Date to **13 January 2022 at 2:00 p.m.**
2. **Question:** Is there a price from Central Maine Power (CMP) for their portion of work?  
**Answer:** The Owner shall add an Allowance to Section 00 41 13 - Contractor Bid Form. The Owner shall add an Allowance to Section 01 00 00 Administrative Provision.

### **Specification Items:**

1. Replace Section 00 11 13 Notice to Contractors, page 1 of 2 with enclosed revised Section 00 11 13 Notice to Contractors, page 1 of 2. The Owner has changed the Bid Opening Date to **13 January 2022 at 2:00 p.m.**
2. Replace Section 00 41 13 Contractor Bid Form, pages 1 through 4 with enclosed revised Section 00 41 13 Contractor Bid Form, pages 1 through 4. The Owner has added, Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide the scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars.** Addendum #1 is noted on page 4 of 4.
3. Replace Section 00 52 13 Construction Contract, page 3 of 4 with enclosed revised Section 00 52 13 Construction Contract page 3 of 4. Addendum #1 is noted on page 3 of 4.
4. Replace Section 01 00 00 Administrative Provisions, pages 3 through 27 with enclosed revised Section 01 00 00 Administrative Provisions, pages 3 through 27. Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide the scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars.**

### **Drawing Items:**

1. No Drawings Changes.

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

**Bog Brook Kitchen Renovation**

BGS Project Number 3195

*Only the Kitchen Area will be renovated under this bid package. The entire kitchen area shall be demolished. The existing foundation shall be used to construct the new kitchen. The complete renovation shall consist of the building structure, building envelope, windows, doors, roof system, bathroom and kitchen equipment. The HVAC mechanical, plumbing, and electrical systems shall be upgraded.*

The cost of the work is approximately \$ 1,300,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *30 March 2023*.

1. Bids shall be submitted in sealed envelopes plainly marked "**Bid for Bog Brook Kitchen Renovation, Project Number 23TR19-603-D, BGS Project Number 3195, Bid Number 22-017**" and addressed to the Bid Administrator:

*Directorate of Facilities Engineering  
194 Winthrop Street, Building #7, Camp Keyes  
Augusta, Maine 04333-0033  
Attn: Mrs. Sherrill Hallett*

The envelope shall contain a completed Contractor Bid Form, plus bid security when required, to be received no later than **2:00 p.m. on 13 January 2022** . Bid submissions will be opened and read aloud at *Due to COVID the Bid Opening shall be closed to the public. You may request a Bid Abstract from Mrs. Sherrill Hallett, email - sherrill.l.hallett@maine.gov* at the time and date noted above.

Any bid submitted 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.

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.

*None*

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

**Bog Brook Kitchen Renovation**  
PROJECT #23TR19-603-D,  
BGS Project Number 3195, Bid Number 22-017

Bid Form submitted by: *paper documents only to address below*

Bid Administrator:

*DEPARTMENT OF DEFENSE VETERANS AND EMERGENCY MANAGEMENT*  
MILITARY BUREAU  
Directorate of Facilities Engineering  
194 Winthrop Street, Building #7, Camp Keyes  
Augusta, Maine 04333-0032

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

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

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 15 November 2021, prepared by Oak Point Associates for Bog Brook Kitchen Renovation, Bog Brook Training Site, 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 included* on this project.

*<Bid Administrator to select...>*

*Allowance #1 - CMP: See Administrative Provisions 01 00 00 Schedule of Allowances, Paragraph 1.01 Contract Requirements, G. 1.* \$ 10,000.00

3. Alternate Bids *are not included* on this project.

*No Alternate Bids*

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

1 None \$ \_\_\_\_\_ .00

2 None \$ \_\_\_\_\_ .00

3 None \$ \_\_\_\_\_ .00

4 None \$ \_\_\_\_\_ .00

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

Addendum No.   1   Dated: 6 December 2021 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.

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

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).

**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: **15 November 2021**

**8.3** Drawings: **15 November 2021**

**8.4** Addenda: **Addendum #1 - 6 December 2021**

G. Schedule of Allowances:

1. Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars**. If the allowance is not used the Owner will deduct Allowance #1 from the contract amount with a Change Order Deduct. The Owner shall also reclaim any portion of the allowance that may not be used from Allowance #1 from the contract amount with a Change Order Deduct.
2. Authorized use of the allowance funding. The Contractor must provide price proposals for the allowance to the Owner and the Consultant. The Contractor shall not expend any allowance funding without written permission of the Owner and the Consultant.

H. Alternate Bids: Not Used

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit Six (6) copies of each application under procedures of 00 72 13 Section 31, on "Requisition for Payment", Form B.G.S. 17-A-61, revised 29 Feb. 08.

K. Coordination:

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



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

L. Conflicts:

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

M. Field Engineering:

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain any Building Permits from the **Town of Gilead**.

N. Field Testing and Inspections:

1. The Contractor shall carry all costs for testing and inspections required by the Contract Documents and the **Town of Gilead**. The Contractor shall hire only Consultant approved and Owner approved independent testing agencies to perform all testing and inspections.

O. Reference Standards:

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

1.02 SCHEDULING AND PHASING OF WORK

- A. Substantial Completion: Work of the Contract must be Substantially Completed by **1 March 2023** so that the Owner can have full use of interior space.
1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Final Completion of all Work of this Contract shall be by **30 March 2023**.
1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open, and is ready for final payment.
- C. The expiration date of this Contract is **30 June 2023**.
1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
1. The Owner's business operations must continue throughout the entire construction period.
  2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
  3. Applicable egress codes must be complied with during the construction period. In particular, building entrances and exit ways must be kept open at all times.

### 1.03 REGULATORY REQUIREMENTS

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

### 1.04 PROJECT MEETINGS

- A. Requirements:

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

#### B. Pre-construction Conference

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

#### C. Progress Meetings

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

### 1.05 SUBMITTALS

#### A. Procedures

1. In all submittals always refer to project number **23TR19-603-D**.
2. Refer to schedule of Contractor Deliverables provided by Owner/Consultant.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: Norm Lemire - [nlemire@oakpoint.com](mailto:nlemire@oakpoint.com)

Owner: Robert W. Palmer III - [robert.w.palmer.nfg@mail.mil](mailto:robert.w.palmer.nfg@mail.mil)

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

**Oak Point Associates 231 Main Street P.O. Box 1259 Biddeford,  
Maine, 04005.**

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

Directorate of Facilities Engineering  
194 Winthrop Street  
BLDG 7, Camp Keyes – ATTN: **Robert W. Palmer III**  
Augusta, ME 04330

6. Submittal Sheets:

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

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

C. Construction Progress Schedule

1. Submit an Initial Progress Schedule in duplicate. See 1.05.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
2. The Contractor shall submit **Two (2)** copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.
3. Submit revised Progress Schedules with each Application for Payment, reflecting changes since previous submittal.

#### D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within **twenty (20)** working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by **OWNER** and the **DESIGNER** revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
  - a. Schedule date for the initial submittal.
  - b. Related section number.
  - c. Submittal category (Shop Drawings, Product Data, or Samples).
  - d. Name of Subcontractor.
  - e. Description of the part of Work covered.
  - f. Scheduled date for resubmittal.
  - g. Scheduled date for the Architect's final release of approval.
3. Show submittal dates required for Shop Drawings, Product Data, and Samples, and product delivery dates, including those furnished by Owner and those under Allowances as applicable.

#### E. Schedule Of Values

1. Submit Contract Schedule Of Values in duplicate within 10 days after date of Owner - Contractor Agreement. The Contractor shall include in their Contract Schedule of Values a Closeout Documentation Line Item. The Closeout Documentation Line Item shall consist of 5% of the total contract amount. This Closeout Documentation Line Item is to ensure that all Closeout Documentation are provided to the Owner and Consultant in a timely manner as stated in these Contract Documents.
2. Submit typed schedule on "Application for Payment", Form Section 00 62 76, BGS revised 05 April 2021.
3. Format: Table of Contents of this Project Manual.
4. Include in each line item a directly proportional amount of Contractor's overhead and profit.
5. Revise schedule to list change orders, for each application for payment.

#### F. Shop Drawings

1. Shop drawings will be submitted to Owner, in accordance with para. 1.05 of this Section.

#### G. Product Data

1. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
2. Submit the number of copies required in 1.05.A.2, this Section.

#### H. Manufacturer's Instructions

1. Submit the number of copies required in 1.05.A.2, this Section, of Manufacturer's Instructions.

I. Samples Not Used

J. Field Samples Not Used

K. Background Check Requirements:

1. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and is required to have a prior approved background check before gaining access into the facility.
2. All Contractors/vendors must be in possession of a valid (not suspended, revoked, or expired) official government issued photo credential (i.e. driver's license, state issued identification card, etc.) and be screened through National Crime Information Center prior to being issued a Contractor Badge.
3. The Contractor shall supply a list of personnel who may be either involved in the work effort or be present at the facility to the Owner. The list shall be supplied to Owner within two weeks after the award of the contract or two weeks prior to the beginning of the contract work, whichever comes first. Owner will provide Contractor with an excel spreadsheet to fill in with required employee information.
4. The required employee information shall include: Company name, first name, middle initial, last name, suffix, maiden name(s), date of birth, gender, Driver License Number and State, Social Security Number, and Address with street, city and state for each person.
5. Results from the NCIC background check are controlled under the Privacy Act of 1974 and not permitted to be given to anyone not acting in a Security Force capacity. No details of the background check will be revealed other than a pass/fail or suspended/revoked.
6. The Department retains the right to screen and restrict from the facility, personnel employed by or who represent the contractor, who do not receive a satisfactory/passing background check.
7. The Department will provide to the Contractor the names of those personnel that are acceptable for access to facilities and those who are not acceptable for unescorted access.
8. Contractors/vendors with acceptable background checks will be issued Contractor Badges for that individual's unescorted entry. The badges will be issued for the duration of the contract, or service agreement, not to exceed two years.

## 1.06 QUALITY CONTROL

A. Quality Control, General

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

B. Workmanship

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

C. Manufacturers' Instructions

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

D. Manufacturers' Certificates

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

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

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

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

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

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

#### D. Water

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



#### E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.
2. The Contractor shall maintain one interior working Sanitary Facility for use by the visiting MEARNG personnel and the MEARNG Project Manager. The Owner may also authorize some of the Contractor's authorized personnel to use interior Sanitary Facility. When the facility is unclean, the Contractor shall be responsible to provide a daily cleaning of the Sanitary Facility.

#### F. Barriers

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

#### G. The Contractor will provide:

1. Office Trailer: Weather tight, with lighting, electrical receptacles, heating, cooling and drawing display table. The office trailer will have separate office space for the project manager to conduct his/her daily business.
2. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
3. His/her own on-site telephone, if so required for the conduct of his/her business.
4. Protected storage, if necessary.
5. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

#### H. Protection And Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.

4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

#### I. Security

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

#### J. Water Control

1. Water control is the responsibility of the Contractor.

#### K. Cleaning during Construction

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

#### L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

## 1.08 MATERIAL AND EQUIPMENT

### A. Products

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

### B. Transportation and Handling

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

### C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
3. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
4. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

### D. Products List

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

#### E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 72 hours prior to the bid date for review. Any substitutions not submitted 72 hours prior to the bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:
  - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - b. Will provide the same warranty for substitution as for specified product.
  - c. Waives claims for additional costs, which may subsequently become apparent.
5. The OWNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

### 1.09 CONTRACT CLOSEOUT

#### A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.
2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and

the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.

3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed on or before **1 March 2023.** For each calendar day the project remains uncompleted **\$150.00 dollars per day beyond the substantial completion date shall be charged as liquidated damages.**

#### B. Final Cleaning

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

#### C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.

3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

### **3.01 FINAL CLEANING**

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

### **3.02 STARTING OF SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems with Designer and the Owner. Use Manufacturer's Certified Testing Reports that were sent in with the Submittals and approved by the Designers.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or

system installation before start-up, and to supervise placing equipment or system in operation.

- H. Submit a written report stating the equipment or system has been properly installed and is functioning correctly.

### 3.03 DEMONSTRATION AND INSTRUCTIONS

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

### 3.04 TESTING, ADJUSTING AND BALANCING

- A. The Contractor shall provide to the Owner one set of the copies of the test certification certificates that shall be provide to the State of Maine Fire Marshall's Office and or any other testing requirements that have been performed on the system.
- B. The Owner will appoint and employ services of independent firm to perform testing, adjusting, and balancing. The Contractor shall pay for services.
- C. The Contractor shall hire an independent firm to perform services specified in Section 01 91 13.
- D. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

### 3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

### 3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates used.
  - 3. Changes made by Addenda and modifications.
- F. Red-Line Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish main floor datum.



2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.
- G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

### 3.07 OPERATION AND MAINTENANCE DATA

#### A. Submittal Requirements:

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

#### B. Manual Submission

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

4. Submit two sets of revised final volumes in final form within 10 days after Receipt from Owner.

#### C. Contents

1. Project Summary: The first page in binder should include a paragraph describing the Project followed by a Contact List. The Contact List is to include DFE Project Manager name along with company name, contact name, address, and telephone number for the Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Drawings: Provide reduced copies of each plan printed on 11 x 17 pages and insert them after the Project Summary page. Also provide a CD/DVD in the back of each binder containing Record Drawing files in both Adobe PDF and AutoCAD Release 2009 format. AutoCAD drawings shall be delivered as stand-alone without X-references. If Drawing originally had X-references, Bind them using the Insert option and do not explode inserted block. The Architect shall also provide the AutoCAD Plot Style (CTB file) used for the drawings along with any and all images used within the drawings.
3. Table of Contents: Provide a Table of Contents (TOC) for the binder and place behind the reduced plans. If multiple binders are necessary, include a TOC for the entire submission, then a TOC for the individual binder. TOC should be a listing of all products or systems and the 6 required components below each.
4. Product/System Components: Provide the following information for each product and/or system. Provide additional requirements as specified in individual product specification sections.
  - a. OVERVIEW and INFORMATION:
    - i. Equipment Register: equipment description, model number(s), date of installation, installer w/contact info, supplier w/contact info, manufacturer w/contact info, warranty date, warranty details, estimated life / useful life.
    - ii. Description of Complete Installation: A general description of the installation to provide a general understanding of the equipment and its operation.
    - iii. Specific System Description: A technical description of each system of the installation, written to ensure it can be clearly understood by persons not familiar with the installation.
    - iv. Performance Data: Technically description of the mode of operation of each system provided. This section provides functionality details.
    - v. When applicable, include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
  - b. OPERATIONS:
    - i. Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, provide a precise and concise description of the operation procedure in plain English.

- ii. Safe start-up, break-in, routine operation, shut-down, and emergency operations for the equipment installed including a logical step-by-step sequence of instructions for each procedure. Include summer, winter and special operating instructions.
- iii. List of all limiting conditions for equipment.
- iv. Control Sequence and flow diagrams for the system installed.
- v. A legend for color-coded services. A legend of the symbols used on the drawings, unless included on the drawings.
- vi. Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.

c. MAINTENANCE

- i. Emergency procedures, including telephone numbers for emergency services, and procedures for fault-finding.
- ii. Manufacturers' technical literature, as appropriate. Include original manufacturers' parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- iii. Detailed recommendations for the frequency of performance of routine maintenance tasks.
- iv. List of procedures and tasks associated with preventative (routine) maintenance.
- v. Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment, inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
- vi. Include summer, winter and special maintenance instructions.
- vii. Maintenance Schedule: schedule of the frequency of the required or recommended maintenance, testing and inspection for each type of equipment. The schedule is to include weekly and monthly attendance times.
- viii. Installation and dismantling instructions: Instructions for the proper installation and dismantling of the equipment.
- ix. Spares and Consumables:
  - 1. Schedule of spares (including bearings) with an expected operating life less than 40,000 hours. Include expected replacement frequency, item label manufacturer name, address, and telephone number, catalogue number name and address of local distributor.
  - 2. Schedule of Consumable Items (oil, grease, belts, bearings) to be used during servicing.
  - 3. Furnish spare parts, consumable items, and extra products in quantities specified in individual specification sections and/or as recommended by manufacturer or requested by Owner. Deliver to project site and place in location as directed by Owner; obtain receipt before final payment.

d. TECHNICAL DATA

- i. Manufacturers' technical literature assembled specifically for the project and **excluding irrelevant matter.**

- ii. Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations, as required, to identify and changes to the manufacturers' data or to illustrate the function of each component in the installation.
  - iii. Provide performance curves and engineering data
  - iv. Include control diagrams by controls manufacturer as installed.
  - v. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
  - vi. Shop drawings (*Do we want them?*)
- e. WARRANTIES
- i. Provide originals of Manufacturers' warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work
  - ii. All Guarantees
  - iii. Certificates of compliance for all electrical and plumbing works, where applicable.
  - iv. If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.
- f. COMMISSIONING REPORTS
- i. Air and water balance reports
  - ii. Include test and balancing reports as specified in Section 01 91 00.
  - iii. Records of test results
  - iv. Records of Commissioning Data

### 3.08 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Submit before final Application for Payment.
- E. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

<b>TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE</b> (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO	
<b>SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS</b> (This section will be initiated by the contractor.)								
<b>TO:</b>			<b>FROM:</b>			<b>DFE PROJECT NUMBER</b>		<b>CHECK ONE:</b> <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____
<b>SPECIFICATION SEC NO.</b> (Cover only one section with each transmittal)			<b>PROJECT TITLE AND LOCATION:</b>					
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE
a.	b.	c.	d.	SPEC PARA NO.	DRAWING SHEET NO.	g.	h.	i.
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
REMARKS				I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated.  <div style="border-top: 1px solid black; width: 100%; margin-top: 10px;"></div> SIGNATURE OF THE CONTRACTOR  NAME:				
<b>SECTION II – APPROVAL ACTION</b>								
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE	

## INSTRUCTIONS

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

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

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

G – Other (Specify)

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

## **Addendum #1**

Directorate of Facilities Engineering

6 December 2021

This Addendum modifies, amends, and supplements designated parts of the Contract Documents, Specifications and Drawings for:

**Bog Brook Kitchen Renovation, Gilead, Maine, Project Number 23TR19-603-D, BGS Project Number 3195, Bid Number 22-017.**

It shall be the responsibility of the Contractor to notify all Subcontractors and Suppliers for various portions of the work of any changes or modifications contained in this Addendum.

---

### **Clarification Items:**

1. **Project Concern:** The subcontractor will not have time to present their subcontractor pricing due to the holidays.  
**Answer:** The Owner shall change the Bid Opening Date to **13 January 2022 at 2:00 p.m.**
2. **Question:** Is there a price from Central Maine Power (CMP) for their portion of work?  
**Answer:** The Owner shall add an Allowance to Section 00 41 13 - Contractor Bid Form. The Owner shall add an Allowance to Section 01 00 00 Administrative Provision.

### **Specification Items:**

1. Replace Section 00 11 13 Notice to Contractors, page 1 of 2 with enclosed revised Section 00 11 13 Notice to Contractors, page 1 of 2. The Owner has changed the Bid Opening Date to **13 January 2022 at 2:00 p.m.**
2. Replace Section 00 41 13 Contractor Bid Form, pages 1 through 4 with enclosed revised Section 00 41 13 Contractor Bid Form, pages 1 through 4. The Owner has added, Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide the scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars.** Addendum #1 is noted on page 4 of 4.
3. Replace Section 00 52 13 Construction Contract, page 3 of 4 with enclosed revised Section 00 52 13 Construction Contract page 3 of 4. Addendum #1 is noted on page 3 of 4.
4. Replace Section 01 00 00 Administrative Provisions, pages 3 through 27 with enclosed revised Section 01 00 00 Administrative Provisions, pages 3 through 27. Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide the scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars.**

### **Drawing Items:**

1. No Drawings Changes.



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

**Bog Brook Kitchen Renovation**

BGS Project Number 3195

*Only the Kitchen Area will be renovated under this bid package. The entire kitchen area shall be demolished. The existing foundation shall be used to construct the new kitchen. The complete renovation shall consist of the building structure, building envelope, windows, doors, roof system, bathroom and kitchen equipment. The HVAC mechanical, plumbing, and electrical systems shall be upgraded.*

The cost of the work is approximately \$ 1,300,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *30 March 2023*.

1. Bids shall be submitted in sealed envelopes plainly marked "**Bid for Bog Brook Kitchen Renovation, Project Number 23TR19-603-D, BGS Project Number 3195, Bid Number 22-017**" and addressed to the Bid Administrator:

*Directorate of Facilities Engineering  
194 Winthrop Street, Building #7, Camp Keyes  
Augusta, Maine 04333-0033  
Attn: Mrs. Sherrill Hallett*

The envelope shall contain a completed Contractor Bid Form, plus bid security when required, to be received no later than **2:00 p.m. on 13 January 2022** . Bid submissions will be opened and read aloud at *Due to COVID the Bid Opening shall be closed to the public. You may request a Bid Abstract from Mrs. Sherrill Hallett, email - sherrill.l.hallett@maine.gov* at the time and date noted above.

Any bid submitted 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.

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.

*None*

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

**Bog Brook Kitchen Renovation**  
PROJECT #23TR19-603-D,  
BGS Project Number 3195, Bid Number 22-017

Bid Form submitted by: *paper documents only to address below*

Bid Administrator:

*DEPARTMENT OF DEFENSE VETERANS AND EMERGENCY MANAGEMENT*  
MILITARY BUREAU  
Directorate of Facilities Engineering  
194 Winthrop Street, Building #7, Camp Keyes  
Augusta, Maine 04333-0032

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

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

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 15 November 2021, prepared by Oak Point Associates for Bog Brook Kitchen Renovation, Bog Brook Training Site, 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 included* on this project.

*<Bid Administrator to select...>*

*Allowance #1 - CMP: See Administrative Provisions 01 00 00 Schedule of Allowances, Paragraph 1.01 Contract Requirements, G. 1.* \$ 10,000.00

3. Alternate Bids *are not included* on this project.

*No Alternate Bids*

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

1 None \$ \_\_\_\_\_ .00

2 None \$ \_\_\_\_\_ .00

3 None \$ \_\_\_\_\_ .00

4 None \$ \_\_\_\_\_ .00

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

Addendum No.   1   Dated: 6 December 2021 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.

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

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).

**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: **15 November 2021**

**8.3** Drawings: **15 November 2021**

**8.4** Addenda: **Addendum #1 - 6 December 2021**

G. Schedule of Allowances:

1. Allowance #1: The Contractor shall hire Central Maine Power (CMP) to provide scope of work as described in the Plans and Specifications. The Contractor shall carry an allowance price of **\$10,000.00 dollars**. If the allowance is not used the Owner will deduct Allowance #1 from the contract amount with a Change Order Deduct. The Owner shall also reclaim any portion of the allowance that may not be used from Allowance #1 from the contract amount with a Change Order Deduct.
2. Authorized use of the allowance funding. The Contractor must provide price proposals for the allowance to the Owner and the Consultant. The Contractor shall not expend any allowance funding without written permission of the Owner and the Consultant.

H. Alternate Bids: Not Used

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit Six (6) copies of each application under procedures of 00 72 13 Section 31, on "Requisition for Payment", Form B.G.S. 17-A-61, revised 29 Feb. 08.

K. Coordination:

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

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

L. Conflicts:

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

M. Field Engineering:

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain any Building Permits from the **Town of Gilead**.

N. Field Testing and Inspections:

1. The Contractor shall carry all costs for testing and inspections required by the Contract Documents and the **Town of Gilead**. The Contractor shall hire only Consultant approved and Owner approved independent testing agencies to perform all testing and inspections.

O. Reference Standards:

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

1.02 SCHEDULING AND PHASING OF WORK



- A. Substantial Completion: Work of the Contract must be Substantially Completed by **1 March 2023** so that the Owner can have full use of interior space.
1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Final Completion of all Work of this Contract shall be by **30 March 2023**.
1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open, and is ready for final payment.
- C. The expiration date of this Contract is **30 June 2023**.
1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
1. The Owner's business operations must continue throughout the entire construction period.
  2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
  3. Applicable egress codes must be complied with during the construction period. In particular, building entrances and exit ways must be kept open at all times.

### 1.03 REGULATORY REQUIREMENTS

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

### 1.04 PROJECT MEETINGS

- A. Requirements:

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

#### B. Pre-construction Conference

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

#### C. Progress Meetings

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

### 1.05 SUBMITTALS

#### A. Procedures

1. In all submittals always refer to project number **23TR19-603-D**.
2. Refer to schedule of Contractor Deliverables provided by Owner/Consultant.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: Norm Lemire - [nlemire@oakpoint.com](mailto:nlemire@oakpoint.com)

Owner: Robert W. Palmer III - [robert.w.palmer.nfg@mail.mil](mailto:robert.w.palmer.nfg@mail.mil)

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

**Oak Point Associates 231 Main Street P.O. Box 1259 Biddeford,  
Maine, 04005.**

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

Directorate of Facilities Engineering  
194 Winthrop Street  
BLDG 7, Camp Keyes – ATTN: **Robert W. Palmer III**  
Augusta, ME 04330

6. Submittal Sheets:

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

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

C. Construction Progress Schedule

1. Submit an Initial Progress Schedule in duplicate. See 1.05.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
2. The Contractor shall submit **Two (2)** copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.
3. Submit revised Progress Schedules with each Application for Payment, reflecting changes since previous submittal.

#### D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within **twenty (20)** working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by **OWNER** and the **DESIGNER** revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
  - a. Schedule date for the initial submittal.
  - b. Related section number.
  - c. Submittal category (Shop Drawings, Product Data, or Samples).
  - d. Name of Subcontractor.
  - e. Description of the part of Work covered.
  - f. Scheduled date for resubmittal.
  - g. Scheduled date for the Architect's final release of approval.
3. Show submittal dates required for Shop Drawings, Product Data, and Samples, and product delivery dates, including those furnished by Owner and those under Allowances as applicable.

#### E. Schedule Of Values

1. Submit Contract Schedule Of Values in duplicate within 10 days after date of Owner - Contractor Agreement. The Contractor shall include in their Contract Schedule of Values a Closeout Documentation Line Item. The Closeout Documentation Line Item shall consist of 5% of the total contract amount. This Closeout Documentation Line Item is to ensure that all Closeout Documentation are provided to the Owner and Consultant in a timely manner as stated in these Contract Documents.
2. Submit typed schedule on "Application for Payment", Form Section 00 62 76, BGS revised 05 April 2021.
3. Format: Table of Contents of this Project Manual.
4. Include in each line item a directly proportional amount of Contractor's overhead and profit.
5. Revise schedule to list change orders, for each application for payment.

#### F. Shop Drawings

1. Shop drawings will be submitted to Owner, in accordance with para. 1.05 of this Section.

#### G. Product Data

1. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
2. Submit the number of copies required in 1.05.A.2, this Section.

#### H. Manufacturer's Instructions

1. Submit the number of copies required in 1.05.A.2, this Section, of Manufacturer's Instructions.

I. Samples Not Used

J. Field Samples Not Used

K. Background Check Requirements:

1. Anyone allowed into the facility by the contracted vendor's personnel is considered to be a representative of the contractor and is required to have a prior approved background check before gaining access into the facility.
2. All Contractors/vendors must be in possession of a valid (not suspended, revoked, or expired) official government issued photo credential (i.e. driver's license, state issued identification card, etc.) and be screened through National Crime Information Center prior to being issued a Contractor Badge.
3. The Contractor shall supply a list of personnel who may be either involved in the work effort or be present at the facility to the Owner. The list shall be supplied to Owner within two weeks after the award of the contract or two weeks prior to the beginning of the contract work, whichever comes first. Owner will provide Contractor with an excel spreadsheet to fill in with required employee information.
4. The required employee information shall include: Company name, first name, middle initial, last name, suffix, maiden name(s), date of birth, gender, Driver License Number and State, Social Security Number, and Address with street, city and state for each person.
5. Results from the NCIC background check are controlled under the Privacy Act of 1974 and not permitted to be given to anyone not acting in a Security Force capacity. No details of the background check will be revealed other than a pass/fail or suspended/revoked.
6. The Department retains the right to screen and restrict from the facility, personnel employed by or who represent the contractor, who do not receive a satisfactory/passing background check.
7. The Department will provide to the Contractor the names of those personnel that are acceptable for access to facilities and those who are not acceptable for unescorted access.
8. Contractors/vendors with acceptable background checks will be issued Contractor Badges for that individual's unescorted entry. The badges will be issued for the duration of the contract, or service agreement, not to exceed two years.

## 1.06 QUALITY CONTROL

A. Quality Control, General

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

B. Workmanship

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

C. Manufacturers' Instructions

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

D. Manufacturers' Certificates

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

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

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

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

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

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

#### D. Water

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

#### E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.
2. The Contractor shall maintain one interior working Sanitary Facility for use by the visiting MEARNG personnel and the MEARNG Project Manager. The Owner may also authorize some of the Contractor's authorized personnel to use interior Sanitary Facility. When the facility is unclean, the Contractor shall be responsible to provide a daily cleaning of the Sanitary Facility.

#### F. Barriers

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

#### G. The Contractor will provide:

1. Office Trailer: Weather tight, with lighting, electrical receptacles, heating, cooling and drawing display table. The office trailer will have separate office space for the project manager to conduct his/her daily business.
2. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
3. His/her own on-site telephone, if so required for the conduct of his/her business.
4. Protected storage, if necessary.
5. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

#### H. Protection And Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.



4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

#### I. Security

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

#### J. Water Control

1. Water control is the responsibility of the Contractor.

#### K. Cleaning during Construction

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

#### L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

## 1.08 MATERIAL AND EQUIPMENT

### A. Products

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

### B. Transportation and Handling

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

### C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
3. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
4. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

### D. Products List

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

#### E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 72 hours prior to the bid date for review. Any substitutions not submitted 72 hours prior to the bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:
  - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - b. Will provide the same warranty for substitution as for specified product.
  - c. Waives claims for additional costs, which may subsequently become apparent.
5. The OWNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

### 1.09 CONTRACT CLOSEOUT

#### A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.
2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and

the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.

3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed on or before **1 March 2023.** For each calendar day the project remains uncompleted **\$150.00 dollars per day beyond the substantial completion date shall be charged as liquidated damages.**

#### B. Final Cleaning

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

#### C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.

3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

### **3.01 FINAL CLEANING**

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

### **3.02 STARTING OF SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems with Designer and the Owner. Use Manufacturer's Certified Testing Reports that were sent in with the Submittals and approved by the Designers.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or

system installation before start-up, and to supervise placing equipment or system in operation.

- H. Submit a written report stating the equipment or system has been properly installed and is functioning correctly.

### 3.03 DEMONSTRATION AND INSTRUCTIONS

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

### 3.04 TESTING, ADJUSTING AND BALANCING

- A. The Contractor shall provide to the Owner one set of the copies of the test certification certificates that shall be provide to the State of Maine Fire Marshall's Office and or any other testing requirements that have been performed on the system.
- B. The Owner will appoint and employ services of independent firm to perform testing, adjusting, and balancing. The Contractor shall pay for services.
- C. The Contractor shall hire an independent firm to perform services specified in Section 01 91 13.
- D. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

### 3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

### 3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates used.
  - 3. Changes made by Addenda and modifications.
- F. Red-Line Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish main floor datum.

2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.
- G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

### 3.07 OPERATION AND MAINTENANCE DATA

#### A. Submittal Requirements:

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

#### B. Manual Submission

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



4. Submit two sets of revised final volumes in final form within 10 days after Receipt from Owner.

#### C. Contents

1. Project Summary: The first page in binder should include a paragraph describing the Project followed by a Contact List. The Contact List is to include DFE Project Manager name along with company name, contact name, address, and telephone number for the Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Drawings: Provide reduced copies of each plan printed on 11 x 17 pages and insert them after the Project Summary page. Also provide a CD/DVD in the back of each binder containing Record Drawing files in both Adobe PDF and AutoCAD Release 2009 format. AutoCAD drawings shall be delivered as stand-alone without X-references. If Drawing originally had X-references, Bind them using the Insert option and do not explode inserted block. The Architect shall also provide the AutoCAD Plot Style (CTB file) used for the drawings along with any and all images used within the drawings.
3. Table of Contents: Provide a Table of Contents (TOC) for the binder and place behind the reduced plans. If multiple binders are necessary, include a TOC for the entire submission, then a TOC for the individual binder. TOC should be a listing of all products or systems and the 6 required components below each.
4. Product/System Components: Provide the following information for each product and/or system. Provide additional requirements as specified in individual product specification sections.
  - a. OVERVIEW and INFORMATION:
    - i. Equipment Register: equipment description, model number(s), date of installation, installer w/contact info, supplier w/contact info, manufacturer w/contact info, warranty date, warranty details, estimated life / useful life.
    - ii. Description of Complete Installation: A general description of the installation to provide a general understanding of the equipment and its operation.
    - iii. Specific System Description: A technical description of each system of the installation, written to ensure it can be clearly understood by persons not familiar with the installation.
    - iv. Performance Data: Technically description of the mode of operation of each system provided. This section provides functionality details.
    - v. When applicable, include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
  - b. OPERATIONS:
    - i. Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, provide a precise and concise description of the operation procedure in plain English.

- ii. Safe start-up, break-in, routine operation, shut-down, and emergency operations for the equipment installed including a logical step-by-step sequence of instructions for each procedure. Include summer, winter and special operating instructions.
- iii. List of all limiting conditions for equipment.
- iv. Control Sequence and flow diagrams for the system installed.
- v. A legend for color-coded services. A legend of the symbols used on the drawings, unless included on the drawings.
- vi. Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.

c. MAINTENANCE

- i. Emergency procedures, including telephone numbers for emergency services, and procedures for fault-finding.
- ii. Manufacturers' technical literature, as appropriate. Include original manufacturers' parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- iii. Detailed recommendations for the frequency of performance of routine maintenance tasks.
- iv. List of procedures and tasks associated with preventative (routine) maintenance.
- v. Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment, inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
- vi. Include summer, winter and special maintenance instructions.
- vii. Maintenance Schedule: schedule of the frequency of the required or recommended maintenance, testing and inspection for each type of equipment. The schedule is to include weekly and monthly attendance times.
- viii. Installation and dismantling instructions: Instructions for the proper installation and dismantling of the equipment.
- ix. Spares and Consumables:
  - 1. Schedule of spares (including bearings) with an expected operating life less than 40,000 hours. Include expected replacement frequency, item label manufacturer name, address, and telephone number, catalogue number name and address of local distributor.
  - 2. Schedule of Consumable Items (oil, grease, belts, bearings) to be used during servicing.
  - 3. Furnish spare parts, consumable items, and extra products in quantities specified in individual specification sections and/or as recommended by manufacturer or requested by Owner. Deliver to project site and place in location as directed by Owner; obtain receipt before final payment.

d. TECHNICAL DATA

- i. Manufacturers' technical literature assembled specifically for the project and **excluding irrelevant matter.**

- ii. Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations, as required, to identify and changes to the manufacturers' data or to illustrate the function of each component in the installation.
  - iii. Provide performance curves and engineering data
  - iv. Include control diagrams by controls manufacturer as installed.
  - v. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
  - vi. Shop drawings (*Do we want them?*)
- e. WARRANTIES
- i. Provide originals of Manufacturers' warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work
  - ii. All Guarantees
  - iii. Certificates of compliance for all electrical and plumbing works, where applicable.
  - iv. If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.
- f. COMMISSIONING REPORTS
- i. Air and water balance reports
  - ii. Include test and balancing reports as specified in Section 01 91 00.
  - iii. Records of test results
  - iv. Records of Commissioning Data

### 3.08 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Submit before final Application for Payment.
- E. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

<b>TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE</b> (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO	
<b>SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS</b> (This section will be initiated by the contractor.)								
<b>TO:</b>			<b>FROM:</b>			<b>DFE PROJECT NUMBER</b>		<b>CHECK ONE:</b> <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____
<b>SPECIFICATION SEC NO.</b> (Cover only one section with each transmittal)			<b>PROJECT TITLE AND LOCATION:</b>					
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE
a.	b.	c.	d.	SPEC PARA NO.	DRAWING SHEET NO.	g.	h.	i.
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
							<input type="checkbox"/>	
REMARKS				I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated.  <div style="border-top: 1px solid black; margin-top: 10px; text-align: center;">SIGNATURE OF THE CONTRACTOR</div> NAME: _____				
<b>SECTION II – APPROVAL ACTION</b>								
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE	

## INSTRUCTIONS

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

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

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

G – Other (Specify)

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