

ADDENDUM

Date July 7, 2023

To Prospective Bidders

Re Addendum No. 1 to the Construction Documents for:

EMCC
Katahdin Higer Education Center
Expansion and Renovation
East Millinocket, Maine
Project No. 22236

This Addendum forms a part of the Contract Documents and modifies the original Construction Documents dated June 23, 2023. Acknowledge receipt of this Addendum in the space provided in the Bid Form.

This Addendum consists of three pages, Table of Contents, Procurement and Contracting Requirements 001113, 002113, 004113, 004313, 005213, 006113.13, 006113.16, 007100, 007213, 007346, Wage Rates, Specification Sections 072100, 078413, 081113, 084113, and Drawings listed on page three.

Harriman



Mark D. Lee
Principal, CEO

INFORMATION FOR BIDDERS

1. Please direct all questions concerning the bid documents to Scott Daniels, Architect for Harriman, at sdaniels@harriman.com. All questions shall be submitted no later than 5:00 p.m. on July 27, 2023

CHANGES TO BID DOCUMENTS

1. SECTION 001113 – NOTICE TO CONTRACTORS
 - a. Issued with this addendum.
2. SECTION 002113 – INSTRUCTIONS TO BIDDERS
 - a. Issued with this addendum.
3. SECTION 004113 – CONTRACTOR BID FORM
 - a. Issued with this addendum.
4. SECTION 004313 – CONTRACTOR BID BOND
 - a. Issued with this addendum.
5. SECTION 005213 – CONTRACT AGREEMENT
 - a. Issued with this addendum.
6. SECTION 006113.13 – CONTRACTOR PERFORMANCE BOND
 - a. Issued with this addendum.
7. SECTION 006113.16 – CONTRACTOR PAYMENT BOND
 - a. Issued with this addendum.
8. SECTION 007100 - DEFINITIONS
 - a. Issued with this addendum.
9. SECTION 007213 – GENERAL CONDITIONS
 - a. Issued with this addendum.
10. SECTION 007346 - WAGE DETERMINATION SCHEDULE
 - a. Issued with this addendum.

CHANGES TO SPECIFICATIONS

1. TABLE OF CONTENTS
 - a. Revised and reissued with this addendum.
2. SECTION 072100 – BUILDING INSULATION
 - a. Issued with this addendum.
3. SECTION 078413 – THROUGH PENETRATION FIRESTOP SYSTEMS
 - a. Issued with this addendum.

4. SECTION 081113 - HOLLOW METAL DOORS AND FRAMES
 - a. Issued with this addendum.
5. SECTION 084113 – ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
 - a. Issued with this addendum.

CHANGES TO DRAWINGS

1. DRAWING A15-1 - ROOF PLAN
 - a. Detail B4/A15-1 – Roof Type R4: Delete Note “REPLACE INSULATION IN KIND WHERE REMOVED FOR STUCTURAL IMPROVEMENTS” and replace with “REPLACE INSULATION WHERE REMOVED FOR STRUCTURAL IMPROVEMENTS WITH BATT INSULATION. MINIMUM R-49”.

DRAWINGS REVISED AND REISSUED WITH THIS ADDENDUM, DATED 07-07-2023:

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EMCC
KATAHDIN HIGHER
EDUCATION CENTER
EXPANSION AND RENOVATION
EAST MILLINOCKET, MAINE
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00 11 13
Notice to Contractors

KHEC - Child Care Center Expansion

BGS Project #3458

The Katahdin Higher Education Center (KHEC) is an approximately 13,500 square foot, single story building built in multiple phases in the 1980s and early 2000s. The project consists of an approximately 2,100 square foot addition to the existing childcare space on the north side of building. This additional space will include two early childhood classrooms, two bathrooms, a storage room, a laundry room, a utility room and an office. Portions of the existing building will be renovated, including the enlargement of the kitchen and two restrooms, reconfiguration of existing childcare classrooms and miscellaneous roofing, plumbing, HVAC and electrical upgrades. The project also includes exterior work such as reconfiguring the driveway and parking along the north and east sides of the building, replacing and enlarging playgrounds, and site utility improvements.

The cost of the work is approximately \$ 2,700,000. The contract shall designate the Substantial Completion Date on or before *August 1, 2024*, and the Contract Final Completion Date on or before *August 31, 2024*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for KHEC - Child Care Center Expansion**" and addressed to the Bid Administrator at: ckasprzak@emcc.edu, so as to be received no later than **2:00 p.m. on August 9, 2023**.

Bid submissions will be opened and read aloud at the time and date noted above at the Eastern Maine Community College - Peabody Conference Room, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to tadam@emcc.edu.

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

Questions on the bid opening process shall be addressed to the Bid Administrator: Cynthia Kasprzak, Director of Finance for Eastern Maine Community College at ckasprzak@emcc.edu.

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, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, 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.

00 11 13
Notice to Contractors

5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.
7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *July 20, 2023 at 10:00 a.m.*
8. Bid Documents - full sets only - will be available on or about *July 10, 2023* and may be obtained *at a cost of \$340.00 non-refundable for each complete set of plans and specifications before they are shipped. No sets will be issued until payment is received. A file transfer of PDF files is also available at a non-refundable cost of \$150. Bid Documents are available from:*
Harriman
Attention: Michael Dixon
46 Harriman Drive
Auburn, ME 04210
mdixon@harriman.com
207-784-5100
9. Bid Documents may be examined at:

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

Dodge Data & Analytics
Phone 413-376-7032

00 21 13
Instructions to Bidders

1. Bidder Requirements

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

00 21 13
Instructions to Bidders

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
2. Authority of Owner
- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
- 2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.
3. Submitting Bids and Bid Requirements
- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
- 3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
- 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5 Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

00 21 13
Instructions to Bidders

- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau.
- A bid may be withdrawn without penalty after the bid closing time if, in the determination of the Bureau, evidence provided by the Contractor shows an apparent unintended error such as a miscalculation, or an erroneous number on estimating documents, was the cause of an inaccurate bid. The Bureau may allow withdrawal in consideration of the bid bond or, without utilizing a bid bond, if the Bureau considers documented evidence provided by the Contractor shows factual errors had been made on the bid form.
- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

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**00 41 13
Contractor Bid Form**

KHEC-Child Care Center Expansion

BGS Project #3458

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

Bid Administrator:

Cynthia Kasprzak, Director of Finance
Eastern Maine Communtiy College
354 Hogan Road
Bangor, Maine 04401

ckasprzak@emcc.edu

Bidder:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

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

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

**00 41 13
Contractor Bid Form**

1. The Bidder, having carefully examined the *KHEC-Child Care Center Expansion* Project Manual dated June 23, 2023, prepared by Harriman, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

2. Allowances *are not included* on this project.

No Allowances

e

\$ 0.00

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 Not Used

\$ _____ .00

2 Not Used

\$ _____ .00

3 Not Used

\$ _____ .00

4 Not Used

\$ _____ .00

4. Bid security *is required* on this project.

If noted above as required, or if the Base Bid amount exceeds \$125,000.00, 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.

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

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

**00 43 13
Contractor Bid Bond**

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

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

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the first specified bid due date, or subsequent bid due date revised by addendum.

Contractor

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

Surety

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

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

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

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

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

BGS Project No.: insert number assigned by BGS Other Project No.: _____

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

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

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

ARTICLE 1 COMPENSATION AND PAYMENTS

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

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

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

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

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

ARTICLE 2 COMMENCEMENT AND COMPLETION DATES

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

2.2 The Substantial Completion Date shall be 15 December 2023.

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

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

ARTICLE 3 INELIGIBLE BIDDER

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

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

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

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

ARTICLE 6 INSTRUMENTS OF SERVICE

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The Project Manual, Specifications and Drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

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

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

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

BGS Project No.: _____

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

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

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

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

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

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

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

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

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

**00 61 13.13
Contractor Performance Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

**00 61 13.16
Contractor Payment Bond**

Bond No.: insert bond number

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

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

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

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

**00 61 13.16
Contractor Payment Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

00 71 00
Definitions

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

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Definitions

- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.
- 1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
- 1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
- 1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
- 1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
- 1.21 *Contract Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.
- 1.22 *Contract Final Completion Date*: Point of time when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

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Definitions

- 1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.25 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
- 1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.27 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.28 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 1.29 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
- 1.30 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
- 1.31 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
- 1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.33 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
- 1.34 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.35 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate

00 71 00
Definitions

contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

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

- 1.36 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.37 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
- 1.40 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of the Work.
- 1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.42 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
- 1.43 *Responsive and Responsible Bidder*: A bidder who complies, when submitting a bid on a given project, with the following *responsive* standards, as required by the Bid Documents:
- submits specific qualifications to bid the project, if required;
 - attends mandatory pre-bid conferences, if required;
 - submits a bid prior to the close of the bid period;
 - submits a complete bid form;
 - submits a bid without indications of intent contrary to the stated requirements;
 - submits other materials and information, such as bid security, as required;
- and, meets the following minimums regarding these *responsible* standards:
- sustains a satisfactory record of project performance;
 - maintains a permanent place of business in a known physical location;
 - possesses the financial means for short- and long-term operations;
 - possesses the appropriate technical experience and capabilities;
 - employs adequate personnel and subcontractor resources;

00 71 00
Definitions

maintains the equipment needed to perform the work;
complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
provides post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

- 1.44 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
- 1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.46 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 1.47 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
- 1.48 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.49 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.
- 1.50 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
- 1.51 *Substantial Completion Date*: Point of time when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
- 1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.53 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.

00 71 00
Definitions

- 1.54 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

00 72 13
General Conditions

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00 72 13
General Conditions

1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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6. Taxes

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

7. Labor and Wages

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

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

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

8. Indemnification

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

9. Insurance Requirements

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

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

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

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

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

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

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

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

9.3.4 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder’s Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

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

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

10. Contract Bonds

10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be

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executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.

- 10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

11. Patents and Royalties

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

12. Surveys, Layout of Work

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

13. Record of Documents

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

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14. Allowances

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

15. Shop Drawings

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

16. Samples

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

17. Substitutions

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors

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and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.
- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

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

19. Separate Contracts

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

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20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

21. Contractor-Subcontractor Relationship

- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

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- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.
22. Supervision of the Work
- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.
23. Observation of the Work
- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

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- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.
24. Consultant's Status
- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.
25. Management of the Premises
- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.

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- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.
26. Safety and Security of the Premises
- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

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- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

27. Changes in the Work

- 27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
 - .2 unit prices named in the contract or subsequently agreed upon, or
 - .3 cost plus a designated percentage, or
 - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which

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

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- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.
- 28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.
29. Owner's Right to do Work
- 29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.
- 29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.
30. Termination of Contract and Stop Work Action
- 30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials,

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tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

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

- 30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

- 31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.
- 31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.
- 31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates

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which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

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

32. Payments to the Contractor

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

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

32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.

32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner’s interests prior to payments being certified.

32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.

32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner’s interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.

32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.

32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

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not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

33. Payments Withheld

- 33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this “retainage” to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).
- 33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- .1 defective work not remedied;
 - .2 claims filed or reasonable evidence indicating probable filing of claims;
 - .3 failure to make payments properly to Subcontractors or suppliers;
 - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
 - .5 liability for damage to another contractor.

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

34. Liens

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

35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant’s decision on the quality of work shall be final.

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- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.
- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.
36. Close-out of the Work
- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

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37. Date of Completion and Liquidated Damages

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.

- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.

- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.

- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor’s control.

- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

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

38. Dispute Resolution

38.1 Mediation

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.

- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

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

38.2 Arbitration

38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.

38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

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

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

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

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

**2023 Fair Minimum Wage Rates
Building 2 Penobscot County
(other than 1 or 2 family homes)**

| <u>Occupational Title</u> | <u>Minimum Wage</u> | <u>Minimum Benefit</u> | <u>Total</u> |
|--|---------------------|------------------------|--------------|
| Brickmasons And Blockmasons | \$31.52 | \$5.05 | \$36.57 |
| Bulldozer Operator | \$30.00 | \$7.29 | \$37.29 |
| Carpenter | \$25.00 | \$4.75 | \$29.75 |
| Cement Masons And Concrete Finisher | \$21.00 | \$3.90 | \$24.90 |
| Construction And Maintenance Painters | \$20.00 | \$0.50 | \$20.50 |
| Construction Laborer | \$20.00 | \$1.98 | \$21.98 |
| Control And Valve Installers And Repairers - Except Mechanical Door | \$31.00 | \$9.86 | \$40.86 |
| Crane And Tower Operators | \$30.50 | \$10.69 | \$41.19 |
| Drywall And Ceiling Tile Installers | \$26.00 | \$2.12 | \$28.12 |
| Earth Drillers - Except Oil And Gas | \$28.25 | \$4.94 | \$33.19 |
| Electrical Power - Line Installer And Repairers | \$52.21 | \$29.35 | \$81.56 |
| Electricians | \$33.90 | \$0.00 | \$33.90 |
| Elevator Installers And Repairers | \$65.62 | \$43.13 | \$108.75 |
| Excavating And Loading Machine And Dragline Operators | \$25.00 | \$0.00 | \$25.00 |
| Excavator Operator | \$28.00 | \$2.40 | \$30.40 |
| Fence Erectors | \$24.00 | \$4.59 | \$28.59 |
| Floor Layers - Except Carpet/Wood/Hard Tiles | \$24.00 | \$6.32 | \$30.32 |
| Glaziers | \$45.00 | \$0.00 | \$45.00 |
| Grader/Scraper Operator | \$24.76 | \$3.96 | \$28.72 |
| Hazardous Materials Removal Workers | \$19.00 | \$0.84 | \$19.84 |
| Heating And Air Conditioning And Refrigeration Mechanics And Installers | \$29.00 | \$4.73 | \$33.73 |
| Heavy And Tractor - Trailer Truck Drivers | \$19.00 | \$0.14 | \$19.14 |
| Industrial Machinery Mechanics | \$33.43 | \$2.38 | \$35.81 |
| Insulation Worker - Mechanical | \$22.50 | \$3.63 | \$26.13 |
| Ironworker - Ornamental | \$27.22 | \$5.55 | \$32.77 |
| Light Truck Or Delivery Services Drivers | \$22.00 | \$3.17 | \$25.17 |
| Millwrights | \$34.00 | \$9.13 | \$43.13 |
| Mobile Heavy Equipment Mechanics - Except Engines | \$25.00 | \$4.32 | \$29.32 |
| Operating Engineers And Other Equipment Operators | \$26.63 | \$7.17 | \$33.80 |
| Pipelayers | \$25.50 | \$3.54 | \$29.04 |
| Plasterers And Stucco Masons | \$31.00 | \$15.28 | \$46.28 |
| Plumbers Pipe Fitters And Steamfitters | \$27.00 | \$5.94 | \$32.94 |
| Reinforcing Iron And Rebar Workers | \$22.50 | \$5.86 | \$28.36 |
| Riggers | \$28.00 | \$9.74 | \$37.74 |
| Roofers | \$23.25 | \$2.14 | \$25.39 |
| Sheet Metal Workers | \$24.88 | \$6.56 | \$31.44 |
| Structural Iron And Steel Workers | \$29.02 | \$6.72 | \$35.74 |
| Tapers | \$28.00 | \$4.18 | \$32.18 |
| Telecommunications Equipment Installers And Repairers - Except Line Installers | \$28.00 | \$8.78 | \$36.78 |
| Telecommunications Line Installers And Repairers | \$24.00 | \$4.13 | \$28.13 |
| Tile And Marble Setters | \$25.00 | \$5.05 | \$30.05 |

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)


Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

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

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

A true copy

Attest: 

**Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards**

Expiration Date: 12-31-2023

SECTION 072100 - BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Foam-plastic board insulation.
2. Glass-fiber blanket (batt) insulation.
3. Mineral-wool blanket (batt) insulation.
4. Loose-fill insulation. Foam-in-place insulation sealant.
5. Insulation in frames of steel doors and louvers.
6. Vapor retarders.

- B. Related Sections:

1. Division 04 Section "Unit Masonry Assemblies" for cavity insulation installed in masonry cavity walls.
2. Division 05 Section "Metal Fabrications" for sheet metal closures for mineral wool safing at underside of roofs and where indicated.
3. Division 07 Section "Commissioning of Thermal and Moisture Protection (Building Enclosure)" for Contractor's responsibilities for commissioning of building enclosure and coordination with Owner's commissioning agent for thermal imaging of installed thermal insulation.
4. Division 07 Section "Cold Fluid-Applied Waterproofing" for protection board (insulation) installed with waterproofing.
5. Division 07 Section "Foamed-In-Place Insulation."
6. Division 07 Section "Fluid-Applied Air/Vapor Barrier System."
7. Division 07 Section "Under-Slab Vapor Retarders" for vapor retarder applied over under slab insulation.
8. Division 07 Section "Rainscreen Attachment System" for continuous thermal insulation and furring system applied over continuous thermal insulation to secure insulation and for attachment of cladding systems.
9. Division 07 Section "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" for insulation specified as part of low-slope roofing construction.
10. Division 09 Section "Gypsum Board Assemblies" for providing acoustical insulation in metal-framed assemblies.
11. Divisions 22 and 23 Sections for insulation on ducts, piping, and equipment.

1.3 DEFINITIONS

- A. Thermal Resistivity: Where the thermal resistivity of insulation products are designated by "r-values," they represent the reciprocal of thermal conductivity (k-values). Thermal conductivity is the rate of heat flow through a homogenous material exactly 1 inch thick. Thermal resistivities are expressed by the temperature difference in degrees F between the two

exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures indicated.

- B. Mineral-Fiber Insulation: Insulation composed of rock-wool fibers, slag-wool fibers, or glass fibers; produced in boards and blanket with latter formed into batts (flat-cut lengths) or rolls.

1.4 SUBMITTALS

- A. General: Submit in accordance with Division 01 Section "Submittal Procedures."
- B. Product Data: For each type of product indicated.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.
- D. Research/Evaluation Reports: For foam-plastic insulation, from ICC-ES.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
- B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency and bearing UL label. Identify products with appropriate markings of applicable testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect foam-plastic board insulation as follows:
 - 1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site before installation time.
 - 3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.
- C. Storage Requirements for Spray Urethane Foam Insulation: Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes. Store materials covered, out of direct sunlight, and at temperatures between 60 deg F and 70 deg F.
 - 1. Dispose of empty containers by technicians in accordance with manufacturer's recommendations, current law, and industry standard practice.

1.7 COORDINATION

- A. Sequence and coordinate installation of firesafing components specified in this and other Sections to assure completed system complies with required fire-resistance ratings and that firesafing remains dry.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 FOAM-PLASTIC BOARD INSULATION

- A. Under Slab and Foundation Perimeter Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 25 psi, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
 - 1. Edge Condition: As follows:
 - a. Under Slab Insulation: Square edge.
 - b. Perimeter Insulation: Tongue and groove or shiplap edges.
 - 2. Thickness: 2 inch, unless indicated otherwise.
 - 3. Products:
 - a. Styrofoam Tongue and Groove; Dow Chemical Company (The).
 - b. Foamular 250; Owens Corning.
 - c. GreenGuard Insulation Board; Pactiv Building Products.
- B. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

2.3 GLASS-FIBER BLANKET (BATT) INSULATION

- A. Manufacturers:
 - 1. CertainTeed Corporation.
 - 2. Guardian Building Products, Inc.
 - 3. Johns Manville.
 - 4. Knauf Insulation.
 - 5. Owens Corning.
- B. Unfaced, Glass-Fiber Blanket (Batt) Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics. Provide in thickness for full depth of cavity. Where cavity requires insulation that is thicker than standard size, install next larger size and compress into cavity.
 - 1. Provide insulation in standard density except as noted otherwise.
 - 2. Provide insulation with following minimum R-values: Outbuildings
 - a. Wood Framed Walls: R-13.
 - b. Ceilings: R-30.
 - c. Wood Framed Floors: R-30.

2.4 MINERAL-WOOL BLANKET (BATT) INSULATION

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Owens Corning.
2. Roxul Inc.
3. Thermafiber.

- B. Unfaced, Mineral-Wool Blanket (Batt) Insulation (Firesafing): ASTM C 665, Type I (blankets without membrane facing); consisting of fibers; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

2.5 FOAM-IN-PLACE INSULATION SEALANT

- A. Foam-In-Place Insulation Sealant, General Use: On-site foam-in-place insulation shall be Class 1 foam.
1. Products:
 - a. Froth-Pac Foam Sealant; Dow Chemical Company (The).
 - b. Touch 'n Foam Gun Foam Sealant; Convenience Products.
- B. Polyurethane Foam Insulation Sealant (Minimal Expansive) for Perimeters of Openings in Exterior Walls: Single- or two-component, UL classified sealant, to insulate, seal, fill, and stop air infiltration; shall not expand to the point to cause pressure on jambs of openings in exterior walls.
1. Density: ASTM D 1622, 1.0 - 1.8 lbs./cu. ft.
 2. R-Value: ASTM C 518, not less than 4.0 per inch of thickness.
 3. Fire-Test-Response Characteristics: ASTM E 84, as follows:
 - a. Flame Spread: Not greater than 25.
 - b. Smoke Developed: Not greater than 50.
 4. Products:
 - a. Great Stuff PRO Window & Door Insulating Foam Sealant; Dow Chemical Company (The).
 - b. Window & Door Polyurethane Foam Sealant; Convenience Products.
 - c. Handi-Foam Window and Door Low Pressure Polyurethane Foam Sealant; Fomo Products Inc..

2.6 VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D 4397, 6 mils thick, with maximum permeance rating of 0.13 perm.
- B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- C. Vapor retarders applied beneath slabs on ground specified in Division 07 Section "Under-Slab Vapor Retarders."

2.7 AUXILIARY INSULATING MATERIALS

- A. Insulation Support Anchor for Walls: 25 gage, galvanized continuous metal support strip with pre-punched tabs at 8 inches on center.
1. Product: Insul-hold; Insul-Hold Co., Inc.; phone (207) 465-9066.

- B. Insulation Support Wire for Floor/Ceiling Assemblies: Steel wire, not less than 0.090 inch diameter, with chisel cut ends for use with wood trusses; coordinate length with truss spacing.
 - 1. Product: Simpson Strong-Tie Co., Inc.; Insulation Supports or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated. Butt joints tight and fasten in place to prevent displacement during the installation of work that conceals insulation. Fill voids in thermal envelope not covered by the work of other sections.
 - 1. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with installation of insulation.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF BELOW-GRADE INSULATION

- A. On vertical foundation wall surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.
 - 1. Extend insulation to top of footing, unless otherwise indicated.
 - 2. Adhere insulation to wall to prevent displacement during backfilling operations. Insulation shall remain tight to the walls.
 - 3. Interlock tongue and groove edges. Tightly abut boards without gaps.
- B. On horizontal surfaces under slabs, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units. Insulate under slabs where indicated. Insulation shall be installed beneath vapor retarder. Coordinate with Section 072300 - Under-Slab Vapor Retarders.

3.4 INSTALLATION OF INSULATION OF BATT INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use

mechanical anchorage to provide permanent placement and support of units. Fill voids in thermal envelope not covered by the work of other sections.

- B. Glass-Fiber Blanket (Batt) Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Install insulation support anchors at top of cavity and spaced 5 feet on center full length of each cavity.
 - 2. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 3. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 4. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 5. Roof/Ceiling Assembly Insulation: Place insulation in a two-layer application consisting of a layer of 6-inch thick batt insulation covered with 5-inch thick glass fiber loose fill insulation. Place loose fill insulation to comply with ASTM C 1015. Level horizontal applications to uniform thickness, lightly settle to uniform density, but do not excessively compact.
 - 6. Floor Assembly Insulation: Shall be installed against subflooring and held in place with insulation support wires attached to the wood trusses at 12 inches o.c.
- C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Unfaced, Glass-Fiber Batt: Apply according to manufacturer's written instructions.
 - 2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.
- D. Install mineral-fiber insulation where indicated.

3.5 INSTALLATION OF FOAM-IN-PLACE INSULATION SEALANT

- A. Install foam-in-place insulation sealant to a minimum depth of 1inch, sealing roof deck flutes and construction cracks and gaps where outside air and cold can infiltrate, providing an airtight building envelope.
- B. Seal around wires running through top and bottom plates in exterior walls, and through the top plates of top story walls with cold attic spaces above. Seal around all penetrations into cold attic spaces including conduits, pipes, vents and other items penetrating thermal barriers and vapor barriers.

3.6 INSULATING STEEL DOOR AND LOUVER FRAMES

- A. Exterior Frames: Steel door frames and louver frames in exterior steel-framed walls shall be filled with rigid insulation. Cut rigid insulation slab the full width of frame throat and insert continuous slab into door frame head and jambs and louver frame head, jamb and sills before frame is installed.
 - 1. After frame is installed, fill remaining gap between rigid insulation and air/vapor barrier or weather barrier with foam-in-place insulation.
 - 2. Foam remaining gaps with minimal expanding foam.

3.7 INSTALLATION OF VAPOR RETARDERS

- A. Installation of Vapor Retarders: Place vapor retarders on side of construction indicated on Drawings. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives or other anchorage system as indicated. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
 - 1. Seal vapor barrier to electrical wall and ceiling boxes.
 - 2. Seal vapor barrier to flexible flashing membrane at top of exterior walls.
- B. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- C. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.
- D. Remove trash and debris from the project site and properly dispose of.

3.8 PROTECTION

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

SECTION 078413 - THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.
 - 2. Penetrations in horizontal assemblies.
 - 3. Penetrations in smoke barriers.
- B. Related Sections:
 - 1. Section 079200 "Joint Sealants" for non-fire-resistive joint sealants.
 - 2. Division 23 Sections specifying duct and piping penetrations, including fire-suppression piping.
 - 3. Division 26 Sections specifying cable and conduit penetrations.

1.3 SUBMITTALS

- A. General: Submit in accordance with Division 01.
- B. Product Data: For each type of product indicated. Include installation instructions.
- C. Shop Drawings: For each through-penetration firestop system, show each kind of construction condition penetrated, relationships to adjoining construction, and kind of penetrating item. Include firestop design designation of testing and inspecting agency acceptable to authorities having jurisdiction that evidences compliance with requirements for each condition required.
 - 1. Submit documentation, including illustrations applicable to each through-penetration firestop system configuration for construction and penetrating items.
- D. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.
 - 1. Retain catalogue of systems installed in site office, for review by the authority having jurisdiction.
 - 2. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- E. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.

- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified, independent testing agency, for penetration firestopping.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A firm experienced in installing penetration firestopping similar in material, design, and extent to that required for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its penetration firestopping products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.
- B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single qualified installer.
- C. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:
 - 1. Penetration firestopping tests are performed by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping products bear classification marking of qualified testing and inspecting agency.
 - b. Classification markings on penetration firestopping correspond to designations listed by the following:
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek ETL SEMKO in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."
- D. Provide through-penetration firestop system products containing no detectable asbestos as determined by the method specified in 40 CFR Part 763, subpart F, Appendix A, Section 1, "Polarized Light Microscopy."
- E. Preinstallation Conference: Conduct conference at Project site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping when ambient or substrate temperatures are outside limits permitted by penetration firestopping manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

- A. Coordinate Work of this Section with the work of other trades to assure the proper sequencing of each installation and to provide a fire- and smoke-resistant installation.
- B. Coordinate construction of openings and penetrating items to ensure that penetration firestopping is installed according to specified requirements.
- C. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping.
- D. Notify Owner's testing agency at least seven days in advance of penetration firestopping installations; confirm dates and times on day preceding each series of installations.
- E. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by Owner's inspecting agency and building inspector, if required by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. A/D Fire Protection Systems Inc.
 - 2. Grace Construction Products.
 - 3. Hilti, Inc.
 - 4. Johns Manville.
 - 5. Nelson Firestop Products.
 - 6. NUCO Inc.
 - 7. Passive Fire Protection Partners.
 - 8. RectorSeal Corporation.
 - 9. Specified Technologies Inc.
 - 10. 3M Fire Protection Products.
 - 11. Tremco, Inc.; Tremco Fire Protection Systems Group.
 - 12. USG Corporation.

2.2 PENETRATION FIRESTOPPING

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements required, resist passage of smoke and other gases, and maintain original fire-

resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.

1. Provide paintable through-penetration firestop products at locations exposed to view in public spaces. Mechanical, electrical and similar type utility rooms are not considered public spaces.
- B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
1. Fire-resistance-rated walls include fire walls, fire-barrier walls, smoke-barrier walls and fire partitions.
 2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
1. Horizontal assemblies include ceiling membranes of roof/ceiling assemblies.
 2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at 0.30-inch wg at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- F. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.
1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-wool-fiber or rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.

2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and nonsag formulation for openings in vertical and sloped surfaces, unless indicated firestopping limits use of nonsag grade for both opening conditions.

2.4 MIXING

- A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application required.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent penetration firestopping from contacting adjoining surfaces that will remain exposed on completion of the Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing firestopping's seal with substrates.

3.3 INSTALLATION

- A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- C. Install fill materials for firestopping by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing and inspecting agency, UL system number and date.

4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner may engage a qualified testing agency to perform tests and inspections.
- B. Allow for 3 random samples of each type of firestopping system to be inspected. Reinstall disturbed samples to comply with requirements.
- C. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.
 1. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- D. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

1.1 SUMMARY

- A. Standard hollow metal doors and frames.
- B. Smoke seals and weather stripping gaskets for kerfed frames.

1.2 QUALITY ASSURANCE

- A. Standard Hollow Metal Quality Standard: ANSI/SDI A250.8.
- B. Fire-Rated Doors and Frames: Positive-pressure testing.
 - 1. Frames shall be kerfed to receive smoke seals.
- C. Smoke-Control Assemblies: Compliant with NFPA 105.
 - 1. Frames shall be kerfed to receive smoke seals.
- D. Draft-Control Assemblies: Compliant with NFPA 105.
 - 1. Frames shall be kerfed to receive weather stripping gaskets.

1.3 PRODUCTS

- A. Standard Hollow Metal Doors:
 - 1. Design: Flush panel.
 - 2. Thermal-Rated Doors: Exterior.
 - 3. Exterior Doors: Metallic-coated steel sheet faces.
 - a. Level 3 and Physical Performance Level A (Extra Heavy Duty).
 - b. Model: 2 (Seamless).
 - c. All exterior doors to receive insulated laminated glass.
 - 4. Interior Doors: Cold-rolled steel sheet faces.
 - a. Level 2 and Physical Performance Level B (Heavy Duty).
 - b. Model: 2 (Seamless).
 - c. Doors to receive, laminated, tempered and laminated fire rated as scheduled.
- B. Standard Hollow Metal Frames:
 - 1. Exterior Frames: Metallic-coated steel sheet; full profile welded.
 - a. Frames for Level 3 Steel Doors: 0.053-inch- thick steel sheet.
 - 2. Interior Frames: Cold-rolled steel sheet; face welded.
 - a. Frames for Level 3 Steel Doors: 0.053-inch- thick steel sheet.
 - b. Frames for Wood Doors: 0.053-inch- thick steel sheet.
 - c. All welded joints shall be ground and dressed to be smooth, flush, and invisible.
- C. Accessories:
 - 1. Moldings and stops for glazed lites.
 - 2. Grout guards.
 - 3. Smoke seals for fire-rated door frames and smoke door frames.
 - 4. Weather stripping for exterior door frames.
- D. Finishes: Factory priming for field painting.

1.4 INSTALLATION

- A. Metal-Stud Partitions: Slip in stud anchors plus floor anchor. Slip in anchors 18 inches from top and bottom of frame and not more than 32 inches o.c.
- B. Masonry Walls: T-shaped anchors plus floor anchor. T-anchors 18 inches from top and bottom of frame and not more than 32 inches o.c. Frames filled with grout.

END OF SECTION 081113

SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Exterior storefront framing.
- 2. Exterior manual-swing entrance doors.
- 3. Break metal in conjunction with frames.

- B. Related Sections:

- 1. Section 079200 "Joint Sealants" for installation of joint sealants installed with aluminum-framed systems and for sealants to the extent not specified in this Section.
- 2. Section 087100 "Door Hardware" for door hardware not specified in this Section.
- 3. Section 088000 "Glazing" for glazing requirements to the extent not specified in this Section.

1.3 DEFINITIONS

- A. ADA/ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disability Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities."

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Aluminum-framed systems shall withstand the effects of the following performance requirements without exceeding performance criteria or failure due to defective manufacture, fabrication, installation, or other defects in construction:
 - 1. Movements of supporting structure including, but not limited to, deflection from uniformly distributed and concentrated live loads.
 - 2. Dimensional tolerances of building frame and other adjacent construction.
 - 3. Failure includes the following:
 - a. Deflection exceeding specified limits.
 - b. Thermal stresses transferring to building structure.
 - c. Framing members transferring stresses, including those caused by thermal and structural movements to glazing.
 - d. Noise or vibration created by wind and by thermal and structural movements.
 - e. Loosening or weakening of fasteners, attachments, and other components.
 - f. Sealant failure.
 - g. Failure of operating units to function properly.

- B. Delegated Design: Design aluminum-framed systems, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Structural Loads:
 - 1. Wind Loads: Minimum positive and negative design loads; 36 pounds per square foot
- D. Deflection of Framing Members:
 - 1. Deflection Normal to Wall Plane: Limited to 1/240 of clear span.
- E. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.5 SUBMITTALS

- A. General: Submit in accordance with Division 01 Section "Submittal Procedures."
- B. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for aluminum-framed systems.
- C. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Include details of provisions for system expansion and contraction and for drainage of moisture in the system to the exterior.
 - 2. Indicate fastener layout and size for transferring loads back to supporting structure. Indicate structural reinforcement being provided at door jambs to provide support aluminum framing.
- D. Samples: Aluminum storefront finishes.
- E. Other Action Submittals:
 - 1. Entrance Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.
- F. Delegated-Design Submittal: For aluminum-framed systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of aluminum-framed systems.
 - 2. Include design calculations.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

- B. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.
- C. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to glazed aluminum storefront and entrance systems including, but not limited to, the following:
 - 1. Inspect and discuss condition of substrate and other preparatory work performed by other trades.
 - 2. Review structural loading limitations.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review required inspecting, testing, and certifying procedures.
 - 5. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions.
 - 6. Review temporary protection requirements for existing construction during and after installation.
 - 7. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.
 - 8. Provide 72-hour minimum advance notice to participants prior to convening preinstallation conference.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Coordinate rough opening, masonry opening, and wood blocking requirements.

1.8 WARRANTY

- A. General: Special warranty specified in this Article shall not deprive Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Failure of system to meet performance requirements.
 - c. Noise or vibration caused by thermal movements.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - e. Adhesive or cohesive sealant failures.
 - f. Water leakage through fixed glazing and framing areas.
 - g. Failure of operating components to function properly.
 - h. Glazing breakage.
 - 2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the following: To the maximum extent possible, match existing aluminum entrances at adjacent vestibules.
- B. Manufacturers:
 - 1. Basis of Design:
 - a. Kawneer North America; an Alcoa company.
 - 2. Other Acceptable Manufacturers:
 - a. EFCO Corporation.
 - b. TRACO.
 - c. Tubelite.

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - 1. Sheet and Plate: ASTM B 209.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - 3. Extruded Structural Pipe and Tubes: ASTM B 429.
 - 4. Structural Profiles: ASTM B 308/B 308M.

2.3 FRAMING SYSTEMS

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 - 1. Construction: As follows:
 - a. Exterior Framing Members: Composite assemblies of two separate extruded-aluminum components permanently bonded by an elastomeric material of low thermal conductance.
 - 2. Glazing System: Retained mechanically with gaskets on four sides.
 - 3. Glazing Plane: Front.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Do not use exposed fasteners, unless there is no other way for attachment. . Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system or hardware being fastened, unless otherwise noted. Exposed fasteners shall be stainless steel.
- D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts, complying with ASTM A 123/A 123M or ASTM A 153/A 153M.

- E. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials of type recommended by manufacturer.
 - 1. Provide vertical expansion joint flashing as detailed. Form flashing from sheet aluminum finished to match framing and of sufficient thickness to maintain a flat appearance without visible deflection.
- F. Aluminum Break Metal: Form exposed flashing from sheet aluminum finished to match framing and of sufficient thickness, not less than 0.125-inch thick, to maintain a flat appearance without visible deflection.
- G. Framing System Gaskets and Sealants: Manufacturer's standard, recommended by manufacturer for joint type.
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 GLAZING SYSTEMS

- A. Glazing: As specified in Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard pressure-glazing system of black, extruded EPDM rubber gaskets, fabricated to comply with system performance requirements.
- C. Spacers and Setting Blocks: Manufacturer's standard permanent, nonmigrating types in hardness recommended by manufacturer, compatible with sealants, and suitable for system performance requirements.
- D. Bond-Breaker Tape: Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.
- E. Glazing Sealants: For structural-sealant-glazed systems, as recommended by manufacturer for joint type, and as follows:
 - 1. Structural Sealant: ASTM C 1184, single-component neutral-curing silicone formulation that is compatible with system components with which it comes in contact, specifically formulated and tested for use as structural sealant and approved by a structural-sealant manufacturer for use in aluminum-framed systems indicated.
 - a. Retain first subparagraph below if low-emitting materials are required for LEED-NC or LEED-CI Credit EQ 4.1. VOC limit is that for structural glazing adhesives.
 - b. Provide sealants for use inside of the weatherproofing system that have a VOC content of 100 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - c. Color: Black.
 - 2. Weatherseal Sealant: ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; single-component neutral-curing formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and aluminum-framed-system manufacturers for this use.
 - a. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - b. Color: Matching structural sealant.

- F. Framing system gaskets, sealants, and joint fillers as recommended by manufacturer for joint type.
- G. Sealants and Joint Fillers (Backer Rods): Provide for joints at perimeter of entrance and storefront systems as specified in Division 07 Section "Joint Sealants."

2.5 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual swing operation.
 - 1. Door Construction: 2-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
 - a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
 - 2. Products:
 - a. Basis of Design:
 - 1) HeavyWall Entrances; Kawneer Company, Inc.
 - b. Comparable models:
 - 1) Durastile Wide Stile; EFCO Corp.
 - 2) Rugged Stile Entrances; TRACO Architectural Systems, Inc.
 - 3) Wide Stile Monumental Doors; Tubelite, Inc.
 - 3. Door Design: Wide stile; 5-inch nominal width.
 - a. Top Rail: 6-1/2 inches (165.1 mm) wide.
 - b. Mid Rail: 6 inches (150 mm) wide.
 - c. Bottom Rail: 10-1/4 inches (260 mm) wide. Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
 - 4. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets; finished to match frame.
 - a. Provide nonremovable glazing stops on outside of exterior door and to nonsecured side of interior doors.

2.6 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware and entrance door hardware sets indicated in Section 087100 "Door Hardware"

2.7 ACCESSORY MATERIALS

- A. Joint Sealants: For installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos; formulated for 30-mil thickness per coat.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.

- B. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 6. Provisions for field replacement of glazing.
 - 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At exterior doors, provide compression weather stripping at fixed stops.
 - 2. At interior doors, provide silencers at stops. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.
- E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
 - 2. At exterior doors, provide weather sweeps applied to door bottoms and compression weather stripping at fixed stops.
- F. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed and field-installed entrance door hardware before applying finishes.
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.9 ALUMINUM FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General:
 - 1. Comply with manufacturer's written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure nonmovement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
 - 6. Coordinate fastening with Abatement Contractor.
- B. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
- D. Install components plumb and true in alignment with established lines and grades, and without warp or rack.
- E. Install glazing as specified in Division 08 Section "Glazing."
- F. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior and Vestibule Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
 - 3. Install hardware furnished in Division 08 Section "Door Hardware."
- G. Install perimeter joint sealants as specified in Division 07 Section "Joint Sealants" to produce weathertight installation. Color of sealant to match aluminum finish.

3.3 ERECTION TOLERANCES

- A. Install aluminum-framed systems to comply with the following maximum erection tolerances:
 - 1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet; 1/4 inch over total length.
 - 2. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
- B. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.

3.4 ADJUSTING AND CLEANING

- A. Remove excess sealant and glazing compounds and dirt from surfaces. Remove nonpermanent labels and clean surfaces.
- B. Comply with manufacturer's written recommendations for final cleaning and maintenance.

3.5 PROTECTION

- A. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures entrances and storefront systems are without damage or deterioration at time of Substantial Completion.

END OF SECTION 084113

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