



SPECIFICATIONS FOR

**KITCHEN FLOOR
REPLACEMENT
MAINE STATE PRISION**

**807 CUSHING ROAD
WARREN, MAINE**

MARCH 2024

**PAUL DESIGNS PROJECT PLLC
PORTLAND, ME**

BGS No. 3596

Division 00

00 11 13	Notice to Contractors
00 21 13	Instructions to Bidders
00 41 13	Contractor Bid Form
00 43 13	Contractor Bid Bond (Sample)
00 52 13	Construction Contract (Sample)
00 61 13.13	Contractor Performance Bond (Sample)
00 61 13.16	Contractor Payment Bond (Sample)
00 71 00	Definitions
00 72 13	General Conditions
00 72 14	Supplemental General Conditions
00 72 46	Wage Determination Schedule

00 11 13
Notice to Contractors

Maine State Prison – Kitchen Floor Replacement

BGS Project No. 3596

The project scope is the replacement of the existing finished floor and some wall finish in the kitchen of the Maine State Prison. The project will include the removal of the existing floor and wall finish, repair of any damaged sub-floor or walls, and installation of a new floor and wall finish. There is potential mold observed on some walls, it will need to be identified and abated according to current laws. Before the installation of any flooring or wall material, the project includes disconnection, removal, and relocation of existing kitchen equipment, its safe storage and eventual re-installation of the same equipment after the floor has been replaced.

The cost of the work is approximately \$ 250,000. The work to be performed under this contract shall take no longer than **3 weeks start to finish** and be completed on or before the Final Completion date of *July 1, 2024*. The kitchen is integral to the operation of the facility and cannot be out of operation longer than the aforementioned 3 weeks.

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 Kitchen Floor Replacement – Maine State Prison**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00 p.m.** on **April 17, 2024**. Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov. Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances. Questions on the bid opening process shall be addressed to the Bid Administrator: Deane Rykerson, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.
2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is NOT 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 NOT 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.
5. Filed Sub-bids *are not required* on this project.

00 11 13
Notice to Contractors

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 *optional* 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. *The pre-bid conference will be held on-site (at the Maine State Prison, Warren, ME) on April 3, 2024 at 10:00am.*

8. Bid Documents - full sets only - may be obtained *electronically for free. For hard copies, there is a printing fee of \$120 (non refundable) to be mailed from:*

*Paul Designs Project
22 Monument Square, Suite 602
Portland, Maine 04101
(207) 233-8122
Design@pauldesignsproject.com*

9. Bid Documents may be examined at:

*AGC Maine
188 Whitten Road
Augusta, ME 04330
Phone 207-622-4741 Fax 207-622-1625*

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

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of 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. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

**00 41 13
Contractor Bid Form**

Kitchen Floor Replacement – Maine State Prison

BGS Project No. 3596

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

Bid Administrator:

Deane Rykerson
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

BGS.Architect@Maine.gov

Bidder:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

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

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

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the Kitchen Floor Replacement – Maine State Prison Project Manual dated February 12, 2024, prepared by Paul Designs Project, pllc, 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

\$ 0.00

3. Alternate Bids are on this project.
Alternate Bids

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

- 1 *Alternate #1 – Additional Floor Replacement*

\$ _____ .00

4. Bid security is **NOT 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 Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the 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 contracting entity name hereinafter called the **Owner** and Contractor company name hereinafter called the **Contractor**.

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

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

The Specifications and the Drawings have been prepared by Consultant 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 _____.

2.3 The Work of this Contract shall be completed on or before the Contract Final Completion Date of _____.

2.4 The Contract Expiration Date shall be _____. (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 here or attach each sheet number and title**

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

BGS Project No.: _____

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

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

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

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

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

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

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

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

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

00 61 13.13
Contractor Performance Bond

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

00 61 13.16
Contractor Payment Bond

Bond No.: insert bond number

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

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

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

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

**00 61 13.16
Contractor Payment Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

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.

00 71 00
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*.

**00 71 00
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

Table of Contents of this General Conditions Section

1. Preconstruction Conference 2

2. Intent and Correlation of Contract Documents 2

3. Additional Drawings and Specifications..... 3

4. Ownership of Contract Documents..... 3

5. Permits, Laws, and Regulations..... 3

6. Taxes 4

7. Labor and Wages 4

8. Indemnification..... 5

9. Insurance Requirements 5

10. Contract Bonds..... 6

11. Patents and Royalties..... 7

12. Surveys, Layout of Work 7

13. Record of Documents..... 7

14. Allowances..... 8

15. Shop Drawings 8

16. Samples..... 8

17. Substitutions 8

18. Assignment of Contract 9

19. Separate Contracts..... 9

20. Subcontracts 10

21. Contractor-Subcontractor Relationship..... 10

22. Supervision of the Work..... 11

23. Observation of the Work..... 11

24. Consultant's Status..... 12

25. Management of the Premises 12

26. Safety and Security of the Premises 13

27. Changes in the Work..... 14

28. Correction of the Work..... 15

29. Owner's Right to do Work 16

30. Termination of Contract and Stop Work Action..... 16

31. Delays and Extension of Time 17

32. Payments to the Contractor..... 18

33. Payments Withheld..... 19

34. Liens 19

35. Workmanship..... 19

36. Close-out of the Work..... 20

37. Date of Completion and Liquidated Damages 21

38. Dispute Resolution 21

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.

00 72 13
General Conditions

3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

00 72 13
General Conditions

6. Taxes

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

7. Labor and Wages

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

00 72 13
General Conditions

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

7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

8. Indemnification

8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.

8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and 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

**00 72 13
General Conditions**

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

00 72 13
General Conditions

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.

00 72 13
General Conditions

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

00 72 13
General Conditions

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.

00 72 13
General Conditions

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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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,

00 72 13
General Conditions

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

00 72 13
General Conditions

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

00 72 13
General Conditions

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.

00 72 13
General Conditions

- 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.

**00 72 13
General Conditions**

37. Date of Completion and Liquidated Damages

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.
- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.
- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.
- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

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

38. Dispute Resolution

38.1 Mediation

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

00 72 13
General Conditions

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

38.2 Arbitration

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

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

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

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

Supplemental General Conditions

Notice: The contract or delivery order to which this addendum is attached is made using federal assistance provided to the State of Maine by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602 and 603 of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

1. Equal Opportunity

The Contractor shall comply with Executive Order 11246 of September 24, 1965 entitled “Equal Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented by in Department of Labor Regulations (41 CFR Part 60). The equal opportunity clause for federally assisted construction contracts at 41 CFR Part 60-1.4 is incorporated by reference.

2. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week unless a higher rate is required by state or federal law. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall comply with the following required provisions:

- a. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek unless a higher rate is required by state or federal law.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The State of Maine shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

Supplemental General Conditions

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

- e. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- f. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. Environmental Compliance

- a. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and section 308 of the Federal Water Pollution Control Act (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
- c. The Contractor shall comply with all applicable standards, orders, or requirements issued under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response Compensation and Liabilities Act (CERCLA); and any applicable Federal, Codes or Local environmental regulation.

4. Protection for Whistleblowers

- a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or

Supplemental General Conditions

- vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

5. Domestic Preference for Procurements

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber (2 CFR 200.322).

6. Procurement of recovered materials

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR 200.323).

7. Nondiscrimination

The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor’s performance under this agreement, on the grounds of race, religion, color, national origin, sex, and handicap. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- a. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Lobbying

Supplemental General Conditions

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C., Art 1352) is incorporated by reference.

9. Drug-Free Workplace

The Contractor will comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

10. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Debarment and Suspension

If the Contract is in excess of \$25,000, this Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by The State of Maine. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The State of Maine, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor shall use no funds provided under this Contract to:

- a. Procure or obtain;

00 73 46
Wage Determination Schedule

PART 1 - GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used) PART 3 -

EXECUTION (not used)

**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.

2024 Fair Minimum Wage Rates -- Building 2 Knox 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	\$42.55	\$28.02	\$70.57
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$27.42	\$8.02	\$35.44
Cement Masons And Concrete Finisher	\$23.50	\$2.21	\$25.71
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$25.00	\$1.93	\$26.93
Construction Laborer	\$22.65	\$2.58	\$25.23
Crane And Tower Operators	\$40.00	\$8.56	\$48.56
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.61	\$5.53	\$27.14
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$38.51	\$6.00	\$44.51
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$26.00	\$7.01	\$33.01
Excavator Operator	\$29.35	\$1.95	\$31.30
Fence Erectors	\$26.75	\$4.05	\$30.80
Flaggers	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$21.69	\$1.47	\$23.16
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.31	\$37.31
Heavy And Tractor - Trailer Truck Drivers	\$23.67	\$1.57	\$25.24
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$26.00	\$4.77	\$30.77
Ironworker - Ornamental	\$30.83	\$24.97	\$55.80
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$29.50	\$5.48	\$34.98
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$30.83	\$24.97	\$55.80
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$24.00	\$3.56	\$27.56
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$24.25	\$5.13	\$29.38
Structural Iron And Steel Workers	\$30.08	\$7.59	\$37.67
Tapers	\$29.00	\$1.71	\$30.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.00	\$5.88	\$33.88
Telecommunications Line Installers And Repairers	\$28.00	\$17.52	\$45.52
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

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: 12-31-2024
Revision Date: 1-3-2024**

Division 01

01 11 00	Summary of Work
01 14 13	Access to Site
01 14 18	Coordination with Occupants
01 18 00	Project Utility Sources
01 23 00	Alternatives
01 25 00	Substitution Procedures
01 26 00	Contract Modifications
01 26 13	Requests for Information (RFI)
01 26 36	Supplemental Instructions
01 26 43	Amendments
01 26 46	Construction Change Directives
01 26 53	Proposal Requests
01 26 63	Change Orders
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 19	Submittals Schedule
01 32 29	Periodic Work Observation
01 33 00	Submittal Procedures
01 33 23	Contractor Furnished Shop Drawings and Submittals
01 41 00	Regulatory Requirements
01 58 00	Project Identification
01 60 00	Owner Furnished Products
01 74 19	Construction Waste Management and Disposal
01 74 23	Final Cleaning
01 77 16	Final Closeout Review
01 79 00	Demonstration and Training

SECTION 01 14 13 - ACCESS TO SITE

PART 1 - GENERAL

1.02 RELATED DOCUMENTS

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

1.03 DESCRIPTION OF WORK

A. Access to Site: This section outlines the requirements and procedures for establishing and maintaining access to the construction site, including the construction of temporary roads and entrances.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 ACCESS TO CONSTRUCTION SITE

A. Site Access Points:

1. The awarded contractors are required to pass a criminal background check prior to being allowed entry to the site.
2. At all facilities, tools, and equipment used by physical plant contractors that are entering the facility shall be checked.
3. Staff shall verify the contractor has the tools and equipment at the time of exiting from the facility unless the contractor is authorized to leave tools or equipment as allowed in accordance with the facility Tool Control Plan
4. Coordinate with local authorities and property owners for access approvals.

3.02 SITE ACCESS CONTROLS

A. Gate and Security:

1. Install and maintain a secure gate at each designated access point.
2. Control access to the construction site, allowing entry only to authorized personnel and vehicles.

B. Visitor Log:

1. Maintain a visitor log at the site entrance to record the names and affiliations of all visitors.

2. Provide visitors with badges or passes for identification.

C. Site Identification:

1. Clearly mark the construction site entrance with proper signage.
2. Display emergency contact information and project details at the entrance.

D. Traffic Control:

1. Implement traffic control measures to ensure safe and efficient movement of vehicles within the construction site.
2. Use flaggers, signage, and barriers as needed to manage traffic flow.

3.03 PUBLIC ACCESS

A. Public Safety:

1. Ensure public safety by implementing measures to prevent unauthorized access to the construction site.
2. Use fencing, barricades, and warning signs where necessary.

B. Pedestrian Access:

1. Provide safe pedestrian pathways adjacent to the construction site for public use.
2. Clearly mark pedestrian pathways and crossings.

SECTION 01 14 16 - COORDINATION WITH OCCUPANTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination with building occupants.
- B. Minimizing disruptions to occupants during construction.
- C. Communication with building occupants.

1.02 RELATED DOCUMENTS

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

1.03 DESCRIPTION OF WORK

- A. Coordination with Occupants: This section outlines the requirements and procedures for coordinating construction activities with building occupants, minimizing disruptions, and ensuring their safety and comfort during the project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 COORDINATION WITH BUILDING OCCUPANTS

A. Pre-Construction Meeting:

1. Conduct a pre-construction meeting with building occupants to introduce the construction team, explain the project scope, and outline the construction schedule.
2. Address any concerns or questions from occupants during the meeting.

B. Notification:

1. Provide advance notice to building occupants regarding construction activities that may affect their daily routines, including but not limited to:
 - a. Noise-generating activities.
 - b. Temporary utility shutdowns.
 - c. Access restrictions.
 - d. Changes in traffic patterns.
2. Notification methods may include written notices, emails, posted signage, or verbal communication.

C. Safety Measures:

1. Implement safety measures to protect building occupants from construction hazards, including:
 - a. Barricades and fencing to prevent unauthorized access to construction areas.
 - b. Dust and debris control measures.
 - c. Proper storage of construction materials and equipment.

D. Access:

1. Maintain safe and accessible routes for building occupants within the building or facility.
2. Ensure that emergency exits and egress paths are always clear and accessible.

3.02 MINIMIZING DISRUPTIONS

A. Noise Control:

1. Schedule noisy construction activities during non-business hours or times least likely to disturb occupants.
2. Use noise barriers, mufflers, or soundproofing measures when necessary.

B. Dust Control:

1. Implement dust control measures to minimize the spread of dust particles within occupied areas.
2. Cover sensitive equipment or items as needed.

C. Traffic Management:

1. Coordinate with building management to manage traffic flow and parking to minimize disruptions.
2. Maintain access for emergency vehicles at all times.

3.03 COMMUNICATION WITH OCCUPANTS

A. Designate a Communications Liaison:

1. Appoint a designated representative responsible for communicating with building occupants.
2. Provide occupants with contact information for the liaison.

B. Regular Updates:

1. Provide regular updates to building occupants regarding construction progress, milestones, and any changes in the construction schedule.
2. Encourage occupants to report any concerns or issues promptly.

C. Emergency Procedures:

1. Clearly communicate emergency procedures to occupants, including evacuation routes and assembly areas.
2. Conduct periodic emergency drills if necessary.

SECTION 01 18 00 - PROJECT UTILITY SOURCES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Project utility sources, including the identification of utility providers, connections, and responsibilities.

1.02 RELATED DOCUMENTS

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

1.03 DESCRIPTION OF WORK

A. Project Utility Sources: This section provides information on the utility sources required for the construction project, including the identification of utility providers, connections, and responsibilities for utility services.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 UTILITY SOURCES IDENTIFICATION

A. Utility Providers:

1. Identify the primary utility providers responsible for supplying the following utility services to the project site:

a. Electrical Service Provider: i. Name: ii. Contact Information: iii. Account Number:

b. Gas Service Provider: i. Name: ii. Contact Information: iii. Account Number:

c. Water Service Provider: i. Name: ii. Contact Information: iii. Account Number:

d. Sewer Service Provider: i. Name: ii. Contact Information: iii. Account Number:

e. Telecommunications and Data Service Providers: i. Names: ii. Contact Information: iii. Account Numbers:

2. Provide contact information for utility provider representatives who can be reached for service requests or inquiries.

B. Utility Connections:

1. Specify the location of utility connections to the project site, including:

a. Electrical Service Connection Point:

b. Gas Service Connection Point:

c. Water Service Connection Point:

d. Sewer Service Connection Point:

e. Telecommunications and Data Service Connection Points:

3.02 RESPONSIBILITIES

A. Owner's Responsibilities:

1. The Owner is responsible for initiating and maintaining utility service contracts with the identified utility providers.
2. The Owner shall ensure that utility providers have access to the project site for service connections and maintenance.

B. Contractor's Responsibilities:

1. The Contractor shall coordinate with utility providers for the timely installation of utility services required for construction activities.
2. The Contractor shall follow all applicable local, state, and federal regulations and standards when working with utility sources.
3. Any modifications or relocations of utility connections required during construction shall be the responsibility of the Contractor.

3.03 UTILITIES DURING CONSTRUCTION

A. Temporary Utility Services:

1. The Contractor shall arrange for temporary utility services necessary for construction, including but not limited to temporary power, water supply, and sanitary facilities.
2. The Contractor shall disconnect and restore temporary utility services upon project completion.

B. Utility Protection:

1. The Contractor shall take necessary precautions to protect utility sources during construction to prevent damage or disruption to service.
2. In the event of utility damage, the Contractor shall immediately notify the affected utility provider and follow their instructions for repair.

SECTION 01 23 00 - ALTERNATIVES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for submitting and evaluating alternatives.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Alternative: A proposed change to the base project design, materials, or methods that may offer cost savings, performance improvements, or other advantages.

B. Base Bid: The bid submitted by the Contractor for the base project without any alternatives.

1.04 SUBMITTAL OF ALTERNATIVES

A. Pre-Bid Alternatives:

1. Prior to bid submission, interested Contractors may propose alternatives in writing to the Owner.
2. Pre-bid alternatives shall be submitted by a specified deadline.
3. Pre-bid alternatives shall include drawings, specifications, and a cost estimate.

B. Post-Bid Alternatives:

1. After bid submission, the Owner may request or permit post-bid alternatives.
2. Post-bid alternatives shall be submitted by the specified deadline.
3. Post-bid alternatives shall include drawings, specifications, and a cost estimate.

1.05 ALTERNATIVE EVALUATION

A. Review and Comparison:

1. The Owner, with the assistance of the design team and other relevant parties, shall review and evaluate proposed alternatives.
2. Alternatives shall be compared to the base bid in terms of cost, schedule, quality, and other relevant criteria.

B. Acceptance:

1. The Owner reserves the right to accept or reject any alternative, in whole or in part, based on the evaluation.
2. Acceptance of an alternative may result in an adjustment to the Contract Sum and Contract Time.

1.06 AWARD OF CONTRACT

A. Contract Modification:

1. If an alternative is accepted, a modification to the Contract Documents shall be issued.
2. The modification shall include a detailed description of the accepted alternative, any cost adjustments, and the agreed-upon schedule changes.

B. Execution of Work:

1. The Contractor shall execute the work in accordance with the accepted alternative.
2. The Contractor shall ensure compliance with all applicable codes, standards, and regulations.

1.07 LIMITATIONS

A. The acceptance of an alternative is subject to compliance with the following limitations:

1. The alternative shall not compromise the integrity or safety of the project.
2. The alternative shall not result in increased operational or maintenance costs for the Owner.
3. The alternative shall not cause delays that adversely impact the project schedule.

1.08 CONTRACT DOCUMENTS

A. All modifications related to accepted alternatives shall be documented in the Contract Documents.

B. The modified Contract Documents shall supersede any conflicting information in the original Contract Documents.

2.00 ALTERNATES

A. **Alternate #1** – please provide pricing to relocate necessary equipment, remove existing flooring, repair floor as necessary, and provide new flooring as described in the Construction Documents in the area designated as “Alternate #1.”

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for submitting, reviewing, and approving substitutions for materials, equipment, or products.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Substitution: A proposed change to the specified material, equipment, or product, offering equivalent or superior performance and characteristics.

1.04 SUBSTITUTION REQUESTS

A. General Substitution Requirements:

1. Substitution requests shall be submitted in writing by the Contractor to the Architect/Engineer (A/E).
2. Requests shall include complete details, including the product name, manufacturer, model, specifications, and any other relevant information.
3. Substitution requests shall be submitted well in advance of the procurement or installation deadlines to allow for proper review and approval.

B. Review and Approval:

1. The A/E shall review substitution requests based on the criteria of equivalency, suitability, and compliance with applicable codes and standards.
2. The A/E may consult with the Owner and other relevant parties during the review process.

C. Notification:

1. The A/E shall notify the Contractor of the approval or rejection of the substitution request in writing.
2. Approved substitutions shall be documented in the Contract Documents.

1.05 APPEALS

A. Appeals Process:

1. In the event of a substitution request rejection, the Contractor may initiate an appeals process within a specified timeframe.
2. The appeals process shall be outlined in the Contract Documents.

1.06 CONTRACT DOCUMENTS

- A. All approved substitutions shall be documented in the Contract Documents.
- B. The modified Contract Documents shall supersede any conflicting information in the original Contract Documents.

1.07 LIMITATIONS

- A. Substitutions shall be subject to the following limitations:
 - 1. The substitution shall not compromise the integrity or safety of the project.
 - 2. The substitution shall not result in increased operational or maintenance costs for the Owner.
 - 3. The substitution shall not cause delays that adversely impact the project schedule.

1.08 RECORDS

- A. Records shall be maintained by the Contractor to document all substitution requests, including approvals and rejections.
- B. Records shall be made available for inspection upon request by the Owner or relevant authorities.

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for initiating, reviewing, and implementing contract modifications.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Contract Modification: A written agreement between the Owner and the Contractor that alters the original Contract Documents.

1.04 CONTRACT MODIFICATION REQUESTS

A. Request Procedures:

1. The Contractor shall submit contract modification requests in writing to the Owner.
2. Requests shall include complete details, including the reason for the modification, scope changes, cost implications, schedule adjustments, and any other relevant information.
3. Contract modification requests shall be submitted as soon as the need for the modification is identified.

B. Review and Approval:

1. The Owner, in consultation with the Architect/Engineer (A/E) or other relevant parties, shall review contract modification requests.
2. The review shall assess the necessity, impact on project objectives, and compliance with applicable codes and standards.
3. The Owner may request additional information or clarification from the Contractor.

C. Notification:

1. The Owner shall notify the Contractor of the approval or rejection of the contract modification request in writing.
2. Approved modifications shall be documented in a formal change order or contract modification agreement.

1.05 CHANGE ORDERS

A. Change Order Documentation:

1. Approved contract modifications shall be documented in a formal change order or contract modification agreement.

2. Change orders shall include a detailed description of the modification, any cost adjustments, and the agreed-upon schedule changes.

B. Execution of Work:

1. The Contractor shall execute the work in accordance with the approved contract modification.
2. The Contractor shall ensure compliance with all applicable codes, standards, and regulations.

1.06 RECORDS

A. Records shall be maintained by the Contractor and the Owner to document all contract modification requests, approvals, and rejections.

B. Records shall be made available for inspection upon request by the Owner, A/E, or relevant authorities.

1.07 LIMITATIONS

A. Contract modifications shall be subject to the following limitations:

1. Modifications shall not compromise the integrity or safety of the project.
2. Modifications shall not result in increased operational or maintenance costs for the Owner without prior agreement.
3. Modifications shall not cause delays that adversely impact the project schedule without prior agreement.

SECTION 01 26 13 - REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for submitting, reviewing, and responding to Requests for Information (RFI).

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Request for Information (RFI): A formal written request from any party involved in the project seeking clarification, information, or interpretation regarding the Contract Documents.

1.04 RFI SUBMISSION

A. RFI Procedures:

1. Any party involved in the project, including but not limited to the Contractor, Subcontractors, and the Architect/Engineer (A/E), may submit an RFI.
2. RFIs shall be submitted in writing to the party responsible for RFI administration as specified in the Contract Documents.
3. RFIs shall include clear and concise questions or requests for clarification.
4. RFIs shall reference the relevant Contract Document section, drawing, or specification.
5. RFIs shall be submitted promptly upon identifying the need for clarification.

1.05 RFI ADMINISTRATION

A. RFI Review:

1. The responsible party, typically the A/E or a designated representative, shall review RFIs promptly upon receipt.
2. RFIs may be discussed with relevant project stakeholders to provide comprehensive responses.

B. RFI Response:

1. Responses to RFIs shall be provided in writing within a reasonable timeframe.
2. Responses shall include clear, concise explanations or clarifications.
3. Responses may include additional drawings or documents if necessary to address the RFI.

1.06 RFI DISTRIBUTION

A. RFI Distribution:

1. Responses to RFIs shall be distributed to all relevant parties, including the party submitting the RFI, the Contractor, Subcontractors, and any other project stakeholders as deemed necessary.
2. Responses shall also be documented in an RFI log or record maintained for the project.

1.07 RFI TRACKING

A. RFI Log:

1. A comprehensive RFI log or record shall be maintained, documenting all RFIs submitted, their status, responses, and any subsequent actions.
2. The RFI log shall be made available for review upon request by the Owner or relevant authorities.

1.08 LIMITATIONS

A. RFIs shall be subject to the following limitations:

1. RFIs shall not be used as a substitution for proper contract administration processes or as a means to request changes to the Contract Documents without following established change order procedures.
2. Excessive or frivolous RFIs that disrupt project progress may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 26 36 - SUPPLEMENTAL INSTRUCTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for issuing, documenting, and implementing supplemental instructions during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Supplemental Instruction: A written directive issued by the Owner or their authorized representative that provides additional information, clarifications, or minor changes to the Contract Documents.

1.04 SUPPLEMENTAL INSTRUCTION ISSUANCE

A. Issuing Authority:

1. Supplemental instructions may be issued by the Owner or their authorized representative.

B. Purpose:

1. Supplemental instructions are issued to clarify project details, provide additional information, or effect minor changes in the work.

C. Formality:

1. Supplemental instructions shall be issued in writing.
2. Verbal instructions shall be confirmed in writing by the issuing authority.
3. Supplemental instructions shall reference the relevant Contract Document section, drawing, or specification.

1.05 IMPLEMENTATION

A. Contractor's Responsibility:

1. The Contractor shall promptly acknowledge receipt of supplemental instructions.
2. The Contractor shall implement the instructions and incorporate any changes into the work.

B. Record Keeping:

1. The Contractor shall maintain records of all supplemental instructions, including documentation of their implementation.

1.06 DISTRIBUTION

A. Distribution of Supplemental Instructions:

1. Copies of supplemental instructions shall be provided to all relevant parties, including the Contractor, Subcontractors, and any other project stakeholders as deemed necessary.

1.07 TRACKING

A. Tracking and Documentation:

1. A comprehensive log or record of supplemental instructions shall be maintained throughout the project.
2. The log shall document all supplemental instructions issued, their status, responses, and any subsequent actions.
3. The log shall be made available for review upon request by the Owner or relevant authorities.

1.08 LIMITATIONS

A. Supplemental instructions shall be subject to the following limitations:

1. Supplemental instructions shall not be used to make significant changes to the Contract Documents. Major changes shall follow the established change order procedures.
2. The use of supplemental instructions shall be judicious, and excessive or frivolous issuance may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 26 43 - AMENDMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for issuing, documenting, and implementing amendments to the Contract Documents.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Amendment: A formal written change to the Contract Documents, issued by the Owner or their authorized representative, affecting the project's scope, schedule, or other contract terms.

1.04 AMENDMENT ISSUANCE

A. Issuing Authority:

1. Amendments may be issued by the Owner or their authorized representative.

B. Purpose:

1. Amendments are issued to make formal changes to the Contract Documents, including but not limited to changes in scope, schedule, or contract terms.

C. Formality:

1. Amendments shall be issued in writing.
2. Verbal amendments shall be confirmed in writing by the issuing authority.
3. Amendments shall reference the relevant Contract Document section, drawing, or specification.

1.05 IMPLEMENTATION

A. Contractor's Responsibility:

1. The Contractor shall promptly acknowledge receipt of amendments.
2. The Contractor shall implement the amendments and incorporate any changes into the work.

B. Record Keeping:

1. The Contractor shall maintain records of all amendments, including documentation of their implementation.

1.06 DISTRIBUTION

A. Distribution of Amendments:

1. Copies of amendments shall be provided to all relevant parties, including the Contractor, Subcontractors, and any other project stakeholders as deemed necessary.

1.07 TRACKING

A. Tracking and Documentation:

1. A comprehensive log or record of amendments shall be maintained throughout the project.
2. The log shall document all amendments issued, their status, responses, and any subsequent actions.
3. The log shall be made available for review upon request by the Owner or relevant authorities.

1.08 LIMITATIONS

A. Amendments shall be subject to the following limitations:

1. Amendments shall not be used to make changes that are beyond the scope of the original Contract Documents or that constitute a significant deviation from the project's original intent.
2. Significant changes shall follow the established change order procedures.
3. The issuance of amendments shall be judicious, and excessive or frivolous amendments may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 26 46 - CONSTRUCTION CHANGE DIRECTIVES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for issuing, documenting, and implementing construction change directives (CCDs) during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Construction Change Directive (CCD): A formal written directive issued by the Owner or their authorized representative to initiate changes to the work when the contract documents do not provide detailed instructions.

1.04 CCD ISSUANCE

A. Issuing Authority:

1. CCDs may be issued by the Owner or their authorized representative.

B. Purpose:

1. CCDs are issued to provide specific instructions for changes to the work when immediate action is necessary, and the contract documents do not provide sufficient details.

C. Formality:

1. CCDs shall be issued in writing.
2. Verbal CCDs shall be confirmed in writing by the issuing authority.
3. CCDs shall reference the relevant Contract Document section, drawing, or specification.

1.05 IMPLEMENTATION

A. Contractor's Responsibility:

1. The Contractor shall promptly acknowledge receipt of CCDs.
2. The Contractor shall implement the CCDs and incorporate any changes into the work.

B. Record Keeping:

1. The Contractor shall maintain records of all CCDs, including documentation of their implementation.

1.06 DISTRIBUTION

A. Distribution of CCDs:

1. Copies of CCDs shall be provided to all relevant parties, including the Contractor, Subcontractors, and any other project stakeholders as deemed necessary.

1.07 TRACKING

A. Tracking and Documentation:

1. A comprehensive log or record of CCDs shall be maintained throughout the project.
2. The log shall document all CCDs issued, their status, responses, and any subsequent actions.
3. The log shall be made available for review upon request by the Owner or relevant authorities.

1.08 LIMITATIONS

A. CCDs shall be subject to the following limitations:

1. CCDs shall not be used to make changes that are beyond the scope of the original Contract Documents or that constitute a significant deviation from the project's original intent.
2. Significant changes shall follow the established change order procedures.
3. The issuance of CCDs shall be judicious, and excessive or frivolous CCDs may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 26 53 - PROPOSAL REQUESTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for requesting proposals from Contractors or vendors during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Proposal Request: A formal solicitation issued by the Owner or their authorized representative to obtain pricing, information, or offers for specific project requirements or changes.

1.04 PROPOSAL REQUEST ISSUANCE

A. Issuing Authority:

1. Proposal requests may be issued by the Owner or their authorized representative.

B. Purpose:

1. Proposal requests are issued to solicit pricing, information, or offers from Contractors or vendors for specific project requirements or changes.

C. Formality:

1. Proposal requests shall be issued in writing.
2. Proposal requests shall include clear and concise descriptions of the requirements, specifications, and any other relevant details.
3. Proposal requests shall specify the submission deadline.

1.05 RECEIPT AND EVALUATION

A. Receipt of Proposals:

1. Contractors or vendors shall submit their proposals in accordance with the instructions provided in the proposal request.
2. Proposals received after the specified deadline may not be considered.

B. Evaluation:

1. The Owner or their authorized representative shall evaluate received proposals based on the established criteria, including but not limited to cost, compliance with project requirements, and qualifications.

2. The evaluation process may include discussions or negotiations with proposers to clarify terms and conditions.

1.06 AWARD

A. Award of Contract:

1. Upon completing the evaluation process and negotiations, if applicable, the Owner or their authorized representative may award the contract to the selected Contractor or vendor.
2. The award shall be documented in a formal contract or agreement.

1.07 LIMITATIONS

A. Proposal requests shall be subject to the following limitations:

1. Proposal requests shall not be used to make significant changes to the Contract Documents. Major changes shall follow the established change order procedures.
2. The issuance of proposal requests shall be judicious, and excessive or frivolous requests may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 26 63 - CHANGE ORDERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for processing and implementing change orders during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Change Order: A formal written directive issued by the Owner or their authorized representative that modifies the scope, cost, or schedule of the project beyond what was originally specified in the Contract Documents.

1.04 CHANGE ORDER REQUESTS

A. Request Procedures:

1. Change order requests may be initiated by the Owner, Contractor, or other authorized parties.
2. Change order requests shall be submitted in writing, providing detailed explanations, scope changes, cost implications, and schedule adjustments.
3. Change order requests shall reference the relevant Contract Document section, drawing, or specification.
4. Change order requests shall be submitted as soon as the need for the change is identified.

1.05 CHANGE ORDER PROCESSING

A. Review and Approval:

1. The Owner, in consultation with the Architect/Engineer (A/E) or other relevant parties, shall review change order requests.
2. The review shall assess the necessity, impact on project objectives, and compliance with applicable codes and standards.
3. The Owner may request additional information or clarification from the party submitting the change order request.

B. Notification:

1. The Owner shall notify the party submitting the change order request of the approval or rejection in writing.
2. Approved change orders shall be documented in a formal change order agreement.

1.06 CHANGE ORDER IMPLEMENTATION

A. Contractor's Responsibility:

1. The Contractor shall promptly acknowledge receipt of approved change orders.
2. The Contractor shall implement the change orders and incorporate any changes into the work.
3. The Contractor shall ensure compliance with all applicable codes, standards, and regulations.

B. Record Keeping:

1. The Contractor shall maintain records of all change orders, including documentation of their implementation.

1.07 LIMITATIONS

A. Change orders shall be subject to the following limitations:

1. Change orders shall not be used to make changes that are within the original contract scope or that are not justified by unforeseen circumstances or the project's best interests.
2. Excessive or frivolous change orders that disrupt project progress may be subject to review and potential consequences as outlined in the Contract Documents.

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for processing payments during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Payment Application: A formal request for payment submitted by the Contractor or vendor for work completed or materials supplied.

1.04 PAYMENT APPLICATIONS

A. Submission:

1. The Contractor or vendor shall submit payment applications in accordance with the contract requirements.
2. Payment applications shall include a detailed breakdown of work completed or materials supplied, corresponding costs, and any other required documentation.

B. Review:

1. The Owner or their authorized representative shall review payment applications to ensure compliance with the contract terms, including work completed, materials supplied, and quality standards.
2. The review process may include inspections, verifications, and documentation checks.

1.05 PAYMENT PROCESSING

A. Approval:

1. Once payment applications are reviewed and found to be in compliance with the contract, the Owner shall approve the payment.

B. Payment Schedule:

1. Payments shall be processed according to the contract terms and the agreed-upon payment schedule.
2. The payment schedule shall specify the frequency and timing of payments.

C. Retainage:

1. The contract may stipulate the withholding of a percentage of payment as retainage.
2. Retainage shall be released in accordance with the contract terms and project milestones.

1.06 RECORD KEEPING

A. Records:

1. The Owner shall maintain comprehensive records of all payment applications, approvals, and payments made throughout the project.
2. Records shall include copies of payment applications, supporting documentation, and correspondence related to payments.

1.07 DISPUTES

A. Dispute Resolution:

1. In the event of payment disputes, the parties involved shall follow the dispute resolution procedures outlined in the contract, which may include negotiation, mediation, or arbitration.

1.08 LIMITATIONS

A. Payment procedures shall be subject to the following limitations:

1. Payments shall be made in accordance with the contract terms and conditions.
2. Payment applications shall accurately reflect the work completed or materials supplied.
3. The Owner shall have the right to withhold payment for incomplete or unsatisfactory work, or if contract requirements are not met.

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for project management and coordination during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Project Manager: The individual or entity responsible for overall project management and coordination.

1.04 PROJECT MANAGEMENT

A. Project Manager:

1. The Owner shall appoint a Project Manager or designate an individual or entity responsible for overall project management and coordination.

B. Responsibilities:

1. The Project Manager shall oversee and coordinate all project activities, including planning, scheduling, budgeting, and quality control.
2. The Project Manager shall serve as the primary point of contact between the Owner, Contractor, Subcontractors, and other project stakeholders.
3. The Project Manager shall ensure that the project is executed in accordance with the Contract Documents, applicable codes, and industry standards.

1.05 PROJECT COORDINATION

A. Coordination Meetings:

1. Regular coordination meetings shall be held to facilitate communication among project stakeholders.
2. Coordination meetings shall address project progress, issues, schedule updates, and quality control.

B. Conflict Resolution:

1. The Project Manager shall be responsible for resolving conflicts and disputes that may arise during the project.
2. Dispute resolution procedures, as outlined in the contract, shall be followed as needed.

1.06 PROJECT DOCUMENTS

A. Document Control:

1. The Project Manager shall establish and maintain a document control system to ensure the accuracy, completeness, and accessibility of project documents.
2. Project documents shall be organized and indexed for easy reference.

1.07 REPORTING

A. Progress Reporting:

1. The Project Manager shall provide regular progress reports to the Owner, including updates on project milestones, schedules, and budget.
2. Progress reports shall highlight any significant issues or deviations from the project plan.

1.08 LIMITATIONS

A. Project management and coordination shall be subject to the following limitations:

1. Project management activities shall be conducted in accordance with the contract terms and conditions.
2. The Project Manager shall have the authority to make decisions within the scope of their responsibilities.
3. The Project Manager shall not make changes to the Contract Documents without following the established change order procedures.

SECTION 01 32 19 - SUBMITTALS SCHEDULE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparing and managing the submittals schedule during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Submittals Schedule: A comprehensive schedule detailing the required submittals, their due dates, review periods, and approval processes.

1.04 SUBMITTALS SCHEDULE PREPARATION

A. Submittals Coordinator:

1. The Owner shall appoint a Submittals Coordinator responsible for preparing, maintaining, and distributing the submittals schedule.

B. Initial Schedule:

1. The Submittals Coordinator shall develop an initial submittals schedule based on the Contract Documents, specifications, and project requirements.
2. The initial schedule shall include a list of all required submittals, their due dates, and the responsible parties.

1.05 SUBMITTALS SCHEDULE MANAGEMENT

A. Updates:

1. The Submittals Coordinator shall update the submittals schedule regularly to reflect any changes, additions, or modifications.

B. Distribution:

1. The Submittals Coordinator shall distribute the updated schedule to all relevant parties, including the Owner, Architect/Engineer (A/E), Contractor, and Subcontractors.
2. Parties receiving the schedule shall acknowledge receipt.

1.06 SUBMITTALS REVIEW AND APPROVAL

A. Review Periods:

1. The submittals schedule shall specify review periods for each type of submittal, considering the complexity and project phase.
2. Review periods shall provide sufficient time for thorough review and approval.

B. Submittal Responsibility:

1. The responsible parties for reviewing and approving each submittal shall be clearly defined in the schedule.

C. Tracking:

1. The Submittals Coordinator shall track the progress of submittals, including review and approval status.
2. Delays or issues shall be promptly addressed to prevent project disruptions.

1.07 RECORD KEEPING

A. Documentation:

1. Comprehensive records of all submittals, including submittal forms, review comments, approvals, and any rejections, shall be maintained.

1.08 LIMITATIONS

A. Submittals schedule procedures shall be subject to the following limitations:

1. Submittals shall be in accordance with the contract requirements and specifications.
2. The submittals schedule shall be diligently followed to prevent delays in project progress.
3. Any changes to the submittals schedule shall be documented and communicated to all relevant parties.

SECTION 01 32 29 - PERIODIC WORK OBSERVATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for conducting periodic work observation during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Periodic Work Observation: The systematic and scheduled inspection of construction work to ensure compliance with the contract documents and quality standards.

1.04 WORK OBSERVATION PROCEDURES

A. Work Observation Coordinator:

1. The Owner shall appoint a Work Observation Coordinator responsible for planning, scheduling, and conducting periodic work observations.

B. Observation Schedule:

1. The Work Observation Coordinator shall develop an observation schedule detailing when and where periodic work observations will take place.
2. The schedule shall be communicated to the Contractor and relevant parties.

C. Scope of Observation:

1. Work observations shall cover all aspects of the construction process, including but not limited to workmanship, materials, safety, and compliance with contract requirements.

D. Reporting:

1. The Work Observation Coordinator shall document observations, noting any non-compliance or deviations from the contract documents.
2. Observations and findings shall be promptly reported to the Contractor, Architect/Engineer (A/E), and other relevant parties.

E. Corrective Action:

1. If non-compliance or deviations are identified during work observation, the Contractor shall be notified, and corrective action shall be taken promptly.
2. The Work Observation Coordinator shall verify the adequacy of corrective actions.

1.05 RECORD KEEPING

A. Documentation:

1. Comprehensive records of all work observations, including reports, photographs, and correspondence, shall be maintained.

1.06 LIMITATIONS

A. Work observation procedures shall be subject to the following limitations:

1. Periodic work observations shall not relieve the Contractor of their responsibility for quality control and compliance with contract requirements.
2. The observations shall be conducted in accordance with the contract terms and conditions.
3. Any issues or non-compliance identified during work observation shall be addressed promptly to prevent project delays or disruptions.

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for submitting and processing submittals during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Submittal: Any item, material, product, sample, shop drawing, data, or other documentation required by the Contract Documents to be submitted for review, approval, and compliance verification.

1.04 SUBMITTAL RESPONSIBILITIES

A. Submittal Coordinator:

1. The Owner shall appoint a Submittal Coordinator responsible for overseeing the submittal process, tracking submissions, and ensuring compliance with the contract requirements.

B. Contractor's Responsibility:

1. The Contractor shall be responsible for preparing and submitting all required submittals in accordance with the contract documents and the submittal schedule.
2. The Contractor shall ensure that submittals are complete, accurate, and conform to project requirements.

1.05 SUBMITTAL PROCESS

A. Submittal Schedule:

1. The Submittal Coordinator shall develop and maintain a submittal schedule that outlines the types of submittals, due dates, and review periods.
2. The schedule shall be communicated to the Contractor and other relevant parties.

B. Review and Approval:

1. The Submittal Coordinator shall ensure that submitted materials are reviewed promptly by the appropriate parties, including the Architect/Engineer (A/E), consultants, and other relevant authorities.
2. Approved submittals shall be documented and returned to the Contractor.

C. Rejections:

1. If a submittal is rejected for non-compliance or other reasons, the Submittal Coordinator shall provide the Contractor with a written explanation of the rejection and any necessary corrective actions.

1.06 SUBMITTAL RECORDS

A. Documentation:

1. Comprehensive records of all submittals, including submittal forms, review comments, approvals, and rejections, shall be maintained.

1.07 LIMITATIONS

A. Submittal procedures shall be subject to the following limitations:

1. Submittals shall comply with the contract terms and conditions, specifications, and applicable codes and standards.
2. The Submittal Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Delays or non-compliance with submittal requirements may result in project delays, for which the Contractor may be held accountable.

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for submitting and processing shop drawings, product data, and samples during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Shop Drawings: Detailed drawings, diagrams, plans, and other visual representations that illustrate the construction, fabrication, assembly, and installation of materials and equipment.

B. Product Data: Information provided by the Contractor or manufacturer that describes the characteristics, properties, and performance of materials, equipment, and products.

C. Samples: Physical examples or prototypes of materials, products, or finishes used in the project for visual and performance evaluation.

1.04 SUBMITTAL RESPONSIBILITIES

A. Submittal Coordinator:

1. The Owner shall appoint a Submittal Coordinator responsible for overseeing the submittal process, tracking submissions, and ensuring compliance with the contract requirements.

B. Contractor's Responsibility:

1. The Contractor shall prepare and submit all required shop drawings, product data, and samples in accordance with the contract documents and the submittal schedule.
2. Submittals shall be complete, accurate, and conform to project requirements.

1.05 SUBMITTAL PROCESS

A. Submittal Schedule:

1. The Submittal Coordinator shall develop and maintain a submittal schedule that outlines the types of submittals, due dates, and review periods.
2. The schedule shall be communicated to the Contractor, Architect/Engineer (A/E), and other relevant parties.

B. Review and Approval:

1. Shop drawings, product data, and samples shall be reviewed promptly by the appropriate parties, including the A/E, consultants, and other relevant authorities.

2. Approved submittals shall be documented, returned to the Contractor, and incorporated into the project.

C. Rejections:

1. If a submittal is rejected for non-compliance or other reasons, the Submittal Coordinator shall provide the Contractor with a written explanation of the rejection and any necessary corrective actions.

1.06 SUBMITTAL RECORDS

A. Documentation:

1. Comprehensive records of all shop drawings, product data, and samples, including review comments, approvals, and rejections, shall be maintained.

1.07 LIMITATIONS

A. Submittal procedures shall be subject to the following limitations:

1. Submittals shall comply with the contract terms and conditions, specifications, and applicable codes and standards.
2. The Submittal Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Delays or non-compliance with submittal requirements may result in project delays, for which the Contractor may be held accountable.

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for compliance with regulatory requirements during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 REGULATORY COMPLIANCE

A. Legal Obligation:

1. The Contractor shall comply with all applicable local, state, and federal laws, regulations, and codes governing construction activities.

B. Permits and Approvals:

1. The Contractor shall obtain all necessary permits, licenses, and approvals required for the project's execution.
2. Copies of permits and approvals shall be provided to the Owner and kept on-site for inspection.

C. Inspections:

1. The Contractor shall cooperate with regulatory authorities and agencies conducting inspections related to the project.
2. The Contractor shall promptly address and rectify any issues identified during inspections.

1.04 SAFETY COMPLIANCE

A. Safety Regulations:

1. The Contractor shall comply with all safety regulations, including but not limited to OSHA (Occupational Safety and Health Administration) requirements, to ensure the safety of personnel and the public.
2. The Contractor shall establish and maintain appropriate safety measures and protocols.

B. Reporting:

1. Any accidents, incidents, or safety violations shall be reported in accordance with applicable regulations.
2. Corrective actions shall be taken promptly to prevent reoccurrence.

1.05 ENVIRONMENTAL COMPLIANCE

A. Environmental Regulations:

1. The Contractor shall comply with all environmental regulations, including those related to waste disposal, pollution control, and conservation.
2. The Contractor shall implement environmentally responsible practices during construction.

1.06 WORKER AND EMPLOYEE RIGHTS

A. Labor Laws:

1. The Contractor shall adhere to labor laws and regulations concerning wages, hours, working conditions, and employment practices.
2. The Contractor shall provide a safe and fair working environment for all employees.

1.07 DOCUMENTATION AND RECORDS

A. Documentation:

1. The Contractor shall maintain comprehensive records of all permits, approvals, inspections, safety reports, and other documents related to regulatory compliance.
2. Records shall be made available for review upon request by regulatory authorities or the Owner.

1.08 LIMITATIONS

A. Regulatory requirements and compliance procedures shall be subject to the following limitations:

1. The Contractor shall be solely responsible for compliance with all applicable regulations.
2. Non-compliance with regulatory requirements may result in legal consequences and project delays.

SECTION 01 58 00 - PROJECT IDENTIFICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for project identification and labeling during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 PROJECT IDENTIFICATION

A. Identification Coordinator:

1. The Owner shall appoint an Identification Coordinator responsible for overseeing project identification and labeling.

B. Project Identification Plan:

1. The Identification Coordinator shall develop and maintain a project identification plan that specifies the elements to be identified and labeled, their locations, and the labeling standards to be used.
2. The plan shall be communicated to the Contractor and relevant parties.

C. Identification Types:

1. Project identification may include, but is not limited to, the following:
 - a. Building and facility names or numbers.
 - b. Room numbers or names.
 - c. Equipment, machinery, or system labeling.
 - d. Signage for safety, wayfinding, or regulatory compliance.
2. Identification types shall be consistent with project requirements and industry standards.

1.04 IDENTIFICATION LABELS

A. Labeling Standards:

1. The Identification Coordinator shall establish and communicate labeling standards to ensure consistency and clarity.
2. Labeling shall use durable and legible materials.

B. Label Placement:

1. Labels shall be placed in prominent and easily visible locations, considering the function and purpose of the identified element.

2. Labels shall not obstruct access or interfere with safety measures.

1.05 RECORD KEEPING

A. Documentation:

1. Comprehensive records of all project identification, including labels, locations, and associated documentation, shall be maintained.
2. Records shall be made available for review upon request by the Owner or relevant authorities.

1.06 LIMITATIONS

A. Project identification procedures shall be subject to the following limitations:

1. Identification and labeling shall be consistent with project requirements, industry standards, and safety regulations.
2. The Identification Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Proper project identification enhances communication and organization and contributes to the efficient operation and maintenance of the facility.

SECTION 01 64 00 - OWNER FURNISHED PRODUCTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for managing owner-furnished products during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Owner-Furnished Products: Products or materials provided by the Owner to be incorporated into the project.

1.04 OWNER-FURNISHED PRODUCT RESPONSIBILITIES

A. Owner's Responsibility:

1. The Owner shall be responsible for the procurement, delivery, and quality of owner-furnished products in accordance with the contract documents.
2. Owner-furnished products shall be delivered to the project site in a timely manner and stored in a manner that prevents damage or deterioration.

B. Contractor's Responsibility:

1. The Contractor shall coordinate with the Owner to ensure that owner-furnished products are available when needed for construction.
2. The Contractor shall inspect owner-furnished products upon receipt for any visible damage or discrepancies and report them to the Owner.
3. Installation of owner-furnished products shall be in accordance with the manufacturer's recommendations and the contract documents.

1.05 INSPECTION AND ACCEPTANCE

A. Inspection:

1. The Contractor shall inspect owner-furnished products before installation to verify their condition and compliance with the contract documents.
2. Any discrepancies or defects shall be documented and reported to the Owner for resolution.

B. Acceptance:

1. Owner-furnished products shall be considered accepted when they meet the contract requirements and are installed in compliance with project standards.

1.06 STORAGE AND PROTECTION

A. Storage:

1. The Contractor shall store owner-furnished products in a manner that prevents damage or deterioration, and in accordance with the manufacturer's recommendations.

B. Protection:

1. Owner-furnished products shall be adequately protected during construction to prevent damage from environmental factors or construction activities.

1.07 RECORD KEEPING

A. Documentation:

1. Comprehensive records of the receipt, inspection, installation, and acceptance of owner-furnished products shall be maintained.
2. Records shall be made available for review upon request by the Owner.

1.08 LIMITATIONS

A. Owner-furnished product procedures shall be subject to the following limitations:

1. Owner-furnished products shall comply with the contract terms and conditions, industry standards, and project requirements.
2. The Contractor shall coordinate with the Owner to ensure the timely delivery and availability of owner-furnished products for construction.
3. Proper management of owner-furnished products ensures that they are incorporated into the project correctly and meet project standards.

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for construction waste management and disposal during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Construction Waste: Non-hazardous materials and debris generated during construction, renovation, or demolition activities, including but not limited to, concrete, wood, metal, plastic, and packaging materials.

1.04 WASTE MANAGEMENT PLAN

A. Waste Management Coordinator:

1. The Owner shall appoint a Waste Management Coordinator responsible for developing and implementing the waste management plan.

B. Waste Management Plan:

1. The Waste Management Coordinator shall develop a waste management plan that outlines procedures for waste minimization, collection, sorting, recycling, and disposal.
2. The plan shall comply with local, state, and federal regulations.

1.05 WASTE MINIMIZATION

A. Minimization Strategies:

1. The Contractor shall implement strategies to minimize waste generation, such as material reuse, efficient packaging, and procurement of environmentally friendly products.
2. Waste minimization efforts shall be documented and reported.

1.06 WASTE COLLECTION AND SORTING

A. Collection Containers:

1. Adequate waste collection containers shall be provided on-site and clearly labeled for different waste types.

B. Sorting:

1. Construction waste shall be sorted into appropriate containers based on material type for recycling or disposal.

1.07 RECYCLING

A. Recycling Program:

1. The Waste Management Coordinator shall establish a recycling program that includes procedures for identifying recyclable materials and contracting with recycling facilities.

B. Documentation:

1. Records of recycling efforts, including material quantities and disposal destinations, shall be maintained and provided to the Owner upon request.

1.08 DISPOSAL

A. Legal Disposal Sites:

1. Construction waste shall be disposed of at legally permitted disposal sites in compliance with local regulations.

1.09 RECORD KEEPING

A. Documentation:

1. Comprehensive records of waste management and disposal activities, including recycling, disposal, and associated documentation, shall be maintained.
2. Records shall be made available for review upon request by the Owner or relevant authorities.

1.10 LIMITATIONS

A. Construction waste management and disposal procedures shall be subject to the following limitations:

1. All waste management activities shall comply with applicable local, state, and federal regulations.
2. The Waste Management Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Proper construction waste management promotes environmental sustainability and compliance with legal requirements.

SECTION 01 74 23 - FINAL CLEANING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for conducting final cleaning activities at the end of the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Final Cleaning: The process of cleaning and preparing the construction site and the completed project for occupancy or turnover to the owner.

1.04 CLEANING RESPONSIBILITIES

A. Cleaning Coordinator:

1. The Owner shall appoint a Cleaning Coordinator responsible for overseeing the final cleaning process.

B. Contractor's Responsibility:

1. The Contractor shall be responsible for conducting final cleaning activities in accordance with the contract documents and industry standards.
2. Final cleaning shall include, but not be limited to, the following:
 - a. Removing construction debris, dust, and dirt from all surfaces.
 - b. Cleaning and sanitizing fixtures, equipment, and surfaces.
 - c. Polishing and finishing hard surfaces.
 - d. Removing and properly disposing of temporary protection materials.
 - e. Ensuring proper disposal of hazardous materials or waste.

1.05 CLEANING PROCESS

A. Cleaning Schedule:

1. The Cleaning Coordinator shall develop and maintain a cleaning schedule that specifies the areas to be cleaned, cleaning methods, and the schedule of activities.

B. Cleaning Materials and Equipment:

1. The Contractor shall provide all necessary cleaning materials, equipment, and supplies.
2. Cleaning materials and equipment shall be suitable for the surfaces and materials being cleaned.

C. Inspection:

1. The Cleaning Coordinator shall inspect the cleaned areas to ensure that they meet the specified cleanliness standards.
2. Any deficiencies shall be promptly addressed.

1.06 FINAL INSPECTION

A. Owner's Inspection:

1. The Owner or their designated representative shall conduct a final inspection to verify that the project is in a clean and acceptable condition.
2. Any discrepancies shall be documented and communicated to the Contractor for correction.

1.07 RECORD KEEPING

A. Documentation:

1. Comprehensive records of final cleaning activities, including cleaning schedules, inspection reports, and corrective actions, shall be maintained.
2. Records shall be made available for review upon request by the Owner.

1.08 LIMITATIONS

A. Final cleaning procedures shall be subject to the following limitations:

1. Final cleaning shall comply with the contract terms and conditions, industry standards, and cleanliness requirements specified for the project.
2. The Cleaning Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Proper final cleaning ensures that the project is presented in a clean, safe, and ready-to-use condition for the owner or occupants.

SECTION 01 77 16 - FINAL CLOSEOUT REVIEW

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for conducting a final closeout review at the end of the construction project.

1.02 RELATED DOCUMENTS

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

1.03 CLOSEOUT RESPONSIBILITIES

A. Closeout Coordinator:

1. The Owner shall appoint a Closeout Coordinator responsible for overseeing the final closeout review process.

B. Contractor's Responsibility:

1. The Contractor shall be responsible for coordinating and completing all closeout activities in accordance with the contract documents and industry standards.
2. Closeout activities shall include, but not be limited to, the following:
 - a. Documentation completion and organization.
 - b. Submission of record documents and warranties.
 - c. Final inspections and punch lists.
 - d. Training for owner's personnel.
 - e. Resolution of outstanding issues.

1.04 CLOSEOUT PROCESS

A. Closeout Schedule:

1. The Closeout Coordinator shall develop and maintain a closeout schedule that specifies the activities, responsible parties, and deadlines.

B. Documentation Review:

1. All project documentation, including record drawings, manuals, warranties, and certificates, shall be reviewed to ensure completeness and accuracy.
2. Any deficiencies or discrepancies shall be addressed promptly.

C. Final Inspections:

1. The Contractor shall conduct final inspections to verify that the project meets the specified requirements and standards.

2. A punch list shall be generated to document and track outstanding items requiring correction.

D. Training:

1. The Contractor shall provide training to the owner's personnel on the operation and maintenance of systems and equipment as required.

E. Resolution of Outstanding Issues:

1. Any outstanding issues, deficiencies, or discrepancies shall be resolved and documented.

1.05 FINAL INSPECTION

A. Owner's Inspection:

1. The Owner or their designated representative shall conduct a final inspection to verify that all closeout activities are completed satisfactorily.
2. Any discrepancies shall be documented and communicated to the Contractor for resolution.

1.06 RECORD KEEPING

A. Documentation:

1. Comprehensive records of closeout activities, including schedules, inspection reports, punch lists, and resolution documentation, shall be maintained.
2. Records shall be made available for review upon request by the Owner.

1.07 LIMITATIONS

A. Final closeout review procedures shall be subject to the following limitations:

1. Closeout activities shall comply with the contract terms and conditions, industry standards, and project requirements.
2. The Closeout Coordinator shall have the authority to enforce compliance and request necessary revisions.
3. Proper final closeout ensures that the project is completed to the satisfaction of the Owner and all administrative tasks are finalized for project closure.

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedures for providing demonstrations and training during the construction project.

1.02 RELATED DOCUMENTS

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

1.03 DEFINITIONS

A. Demonstration: A practical presentation to illustrate the operation, maintenance, or use of a system, component, or equipment.

B. Training: Instruction provided to individuals or groups to enable them to operate, maintain, and troubleshoot systems, components, or equipment.

1.04 DEMONSTRATION AND TRAINING RESPONSIBILITIES

A. Training Coordinator:

1. The Owner shall appoint a Training Coordinator responsible for overseeing the demonstration and training process.

B. Contractor's Responsibility:

1. The Contractor shall be responsible for providing demonstrations and training to the owner or end-users in accordance with the contract documents.
2. Demonstrations and training shall include, but not be limited to, the following:
 - a. Operation and control of systems and equipment.
 - b. Routine maintenance procedures.
 - c. Troubleshooting and problem-solving.

1.05 DEMONSTRATION AND TRAINING PROCESS

A. Schedule:

1. The Training Coordinator shall develop and maintain a demonstration and training schedule that specifies the activities, responsible parties, and dates.

B. Content:

1. Demonstrations and training content shall be comprehensive and tailored to the specific systems, components, or equipment being addressed.

C. Participants:

1. The Contractor shall coordinate with the owner or end-users to identify participants for demonstrations and training sessions.

D. Documentation:

1. The Contractor shall provide written documentation, such as manuals or user guides, to support the training process.

1.06 TRAINING SESSIONS

A. Sessions:

1. The Contractor shall conduct training sessions at a time and location convenient for the owner or end-users.

B. Hands-On Training:

1. Whenever possible, training sessions shall include hands-on practice to ensure participants are comfortable with system or equipment operation.

1.07 RECORD KEEPING

A. Documentation:

1. Comprehensive records of demonstration and training activities, including schedules, participant lists, training materials, and documentation provided, shall be maintained.
2. Records shall be made available for review upon request by the Owner.

1.08 LIMITATIONS

A. Demonstration and training procedures shall be subject to the following limitations:

1. Demonstrations and training shall comply with the contract terms and conditions, industry standards, and project requirements.
2. The Contractor shall coordinate with the owner or end-users to ensure that training sessions are scheduled at a time and location convenient for participants.
3. Proper demonstration and training facilitate the understanding and successful use of project systems, components, or equipment.

Division 03

03 99 00

Concrete Repair

Section 3133: Concrete Repair

(Specification for Preparation, Installation & Curing of Concrete Patching Compounds)

1.00 DESCRIPTION

1. This specification describes items common to all installations of concrete patching compounds.

1.01 GENERAL

1. Wherever the words "approved by", "equivalent" or similar phrases are used in this specification, they shall be understood to mean that the material, process or item referred to shall require the written approval of the patching system manufacturer.

2. This specification shall be read in conjunction with project specifications, sketches, photographs and/or drawings indicating the precise extent of work and the use and location of specific materials.

3. Contractor shall make a pre-bid field visit to verify all work shown or not shown on the drawings.

1.03 WORK INCLUDED

1. Provide all labor, equipment and materials necessary to complete the following concrete repair work:

- a. Preparation of all surfaces to receive patching compound.
- b. Mixing and transportation of patching compound.
- c. Repairs to delaminated and scaled areas of existing concrete.
- d. Priming of repair areas and placement of patching compound.
- e. Finishing and curing of patches.
- f. Repair of cracks.

2. Related work, described elsewhere:

- a. Repair/replacement of joint fillers and sealants. Section 07900.
- b. Consolidant/water repellent: Section 07180.
- c. Special Coatings: Section 09800.

1.02 QUALITY ASSURANCE

1. Restoration Specialist: Work must be performed by a firm having not less than 5 years successful experience in comparable concrete repair projects, and employing personnel skilled in the restoration process and operations indicated.

a. Only skilled journeyman masons and/or cement finishers who are familiar and experienced with the materials and methods specified and are familiar with the design requirements shall be used for concrete restoration.

b. One skilled journeyman mason or cement finisher, trained and certified by the concrete repair system manufacturer shall be present at all times during concrete restoration and shall personally direct the work.

2. Field Construction Mock-Ups: Prior to start of general concrete restoration, prepare the following sample panels and sample areas on building where directed by Architect Owner's Representative. Obtain Architect or Owner's Representative approval of sample before proceeding with the work. Retain accepted panels/sample areas in undisturbed condition, suitably marked, during restoration as a standard for judging completed work.

a. Cleaning: Demonstrate materials and methods to be used for cleaning for each type of concrete surface and condition on sample panels each approximately 25 sq. ft. in area. Test adjacent non-masonry materials for possible reaction with cleaning materials. Allow waiting period of duration indicated, but not less than 7 calendar days after completion of sample panels for negative reactions.

b. Paint, Graffiti, and Metallic stain removal: Demonstrate materials and methods to be used for paint, graffiti, and stain removal for each type of surface and condition on sample panel 4 sq. ft. in area. The removal method or methods shall be tested on an inconspicuous area of the building.

c. Crack Repair: Prepare a sample area for each type of crack repair required for stone (i.e. hairline cracks and microscopic cracks 1/64"-1/16" in size; cracks and voids larger than 1/8"). Repair shall demonstrate methods and quality of workmanship expected for crack repair.

d. Patching: Prepare on-building sample of each type of construction to be patched, rebuilt and/or replaced (e.g. one balcony surface, one deck area, one cornice unit, one window sill; one wall area). Patching shall demonstrate methods and quality of workmanship expected of repair work.

e. The samples of each type of repair work shall be done in an area that will be exposed to the same weathering conditions as the building. Allow samples to cure at least three days before

obtaining acceptance of color, texture and detailing match. Samples shall be viewed from an approved distance.

D. Source of Materials: Obtain materials for Patching, coating, sealing and crack repair from a single source manufacturer to ensure match quality, color, texture and detailing.

1.03 SUBMITTALS

1. Product Data: Submit manufacturer's technical data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.

2. Submit the following items in time to prevent delay of the work and to allow adequate time for review and resubmittals, if needed. Do not order materials or start work before receiving the written approval.

a. Written certificates from the patching materials manufacturer should be submitted stating that all installers of the patching material have successfully completed a training workshop for installation of the patching material, or have met alternative workmanship qualifications acceptable to the manufacturer.

b. Samples of all specified materials and Material Safety Data Sheets (MSDS) as appropriate.

c. Certificates, except where the material is labeled with such certification, by the producers, of the materials, that all materials supplied comply with all the requirements of these specifications and the appropriate standards.

d. Custom-matched patch samples, fabricated on pieces of appropriate masonry from or on the building using the specified repair mortar as required.

e. Written verification that all specified items will be used. Provide purchase orders, shipping tickets, receipts, etc. to prove that the specified materials were ordered and received.

3. Restoration Program: Submit written program for each phase of restoration process including protection of surrounding material on building and site during operations. Describe in detail material, methods and equipment to be used for each phase of restoration work.

a. If alternative methods and materials to those indicated are proposed for any phase of restoration work, provide written description, including evidence of successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this project.

1.04 DELIVERY, STORAGE AND HANDLING:

1. Deliver materials to site in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers.

2. Deliver and store restoration material in manufacturer's original, unopened containers with the grade, batch and production data shown on the container or packaging.

3. Protect restoration materials during storage and construction from wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.

4. Protect grout, mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

5. Comply with the manufacturer's written specifications and recommendations for mixing, application, and curing of grouts and patching materials.

1.05 PROTECTION / SITE CONDITIONS

1. Protect persons, vehicles, building site and surrounding buildings from injury resulting from concrete restoration work.

2. Clean masonry surfaces only when air temperatures are above 40 degrees F (4 deg. C) and will remain so until concrete has dried out, but for not less than 7 days after completion of cleaning.

3. Do not perform any patching unless air temperatures are between 40 degrees Fahrenheit (10 deg. C) and 86 degrees Fahrenheit (30 deg. C) and will remain so for at least 48 hours after completion of work.

4. Do not perform any patching work if precipitation is expected. In case of unexpected precipitation, work shall cease and all uncured material shall be adequately protected with an

impermeable polyethylene sheet.

5. If either the ambient or subsurface temperature is expected to fall between 35F (2C) and 40F (4C) during curing and ultimate drying of the patching compound, then the cold weather precautions outlined in item 7, below, of this section of the specification shall be followed.

6. If ambient or surface temperature is expected to rise above 86F (30C) during application and curing of the patching compound, then the hot weather precautions outlined in item 8 of this section of the specifications shall be followed

7. Cold Weather Precautions:

a. SYSTEM 44-FS grades shall be substituted for SYSTEM 44 Regular grades. Do not mix or place different grades together.

b. Curing times shall be extended to compensate for lower temperature cure.

c. Do not proceed if temperatures will drop below freezing before patching compound has reached final set. Any material disrupted by early freezing must be removed and replaced under appropriate controls or conditions.

d. If auxiliary heating will be used to protect freshly placed materials from freezing, equipment must not directly vent exhaust gases onto the repair materials or into repair enclosure air. This may cause carbonation and low strength. Use moderate temperatures and heated air or radiant heat.

8. Hot Weather Precautions:

a. SYSTEM 44 Regular grades shall be substituted for FS grades. Do not mix or place different grades together.

b. All materials shall be kept cool, stored out of direct sun.

c. Precooling of subsurface shall be carried out by continuous wetting at least one hour before placing patching compounds. This shall be done by covering or draping the entire repair area with burlap and by continuously keeping the burlap wet. The burlap shall be removed just prior to the patching of each area, as work proceeds.

d. In hot, dry, windy weather, repair areas shall be covered or draped with burlap for a minimum of 3 hours after patch placement, to avoid rapid drying of the patches. Maximum wet cure time shall not exceed 24 hours.

9. Prevent masonry patching materials from staining the face of other surfaces to be left exposed. Immediately remove all patching materials that come in contact with such surfaces.

10. Cover partially completed work when work is not in progress.

11. Protect sills, ledges and projections from droppings.

1.06 SEQUENCING / SCHEDULING:

1. Perform concrete restoration work in the following sequence:

a. Remove paint, stains and plant material from all surfaces.

b. Remove existing unsound materials from areas indicated to be restored.

c. Pressure wash building and repair surfaces as indicated.

d. Patch and repair existing concrete structures as indicated.

e. (Optional): Provide consolidation/water repellent treatment for concrete structures as indicated. Water repellents/consolidants are specified in Section 07180.

f. (Optional): Provide special coating over indicated sections as specified in Section 09800.

1.07 SUPERVISION & INSPECTIONS:

1. Contractor shall engage manufacturer's technical representative at contractor's expense, to provide: (Select one:)

a. Periodic inspections of work in progress: As a minimum, manufacturer's technical representative shall be present to review conditions and methods prior to start of work, and again when surface preparation has been substantially performed, but prior to patching, again when patching work is approximately 50% complete, and a final inspection shall be performed upon substantial completion of work.

or: b. A technical representative of the manufacturer shall be present to supervise execution of the work to the extent deemed necessary by the manufacturer, in order to assure that all work is carried out in strict accordance with this specification.

2.00 MATERIALS

1. This specification describes the materials used in, and in conjunction with concrete patching.

2.01 PRODUCTS

1. Acrylic latex primer/bonding agent shall be SYSTEM 42, as manufactured by Edison Coatings, Inc., Plainville, CT, (800) 697-8055, or approved equal.

2. Patching compound shall be a custom, 1-component, polymer-modified cementitious product, SYSTEM 44-Custom, as manufactured by Edison Coatings, Inc., (800) 697-8055, or approved equal. Patching compound shall be an acrylic polymer modified blend of portland cement, specially graded aggregates and admixtures, designed for low shrinkage, low stress cure, and compatibility with existing host concrete. Prior to patching, sample cores of existing concrete shall be delivered by Contractor to manufacturer for testing and evaluation. Patching compound shall be customized by manufacturer, so that compressive strength does not exceed 4000 psi, or 500 psi above the existing concrete's compressive strength, whichever is higher, as measured by ASTM C-109. Manufacturer shall have a successful performance history for similar projects of no less than 10 years, and shall have been doing business as the same business entity for no less than 10 years.

3. Patching compound shall develop a minimum 200 psi direct tensile adhesion with host substrate, when applied in accordance with these specifications.

4. Tensile strength of patching compound shall be a minimum of 400 psi. Flexural modulus shall be 1.1×10^6 . Material must be vapor permeable, with a minimum permance of 8 perms at 1/2" depth as measured by ASTM E-96.

5. Water used for cleaning, mixing and finishing shall be clean, potable, free from oil, acid, injurious amounts of vegetable matter, alkalies or other salts.

6. No colorants, accelerators, bonding agents or other additives shall be added to the patching compound without express written direction of the manufacturer.

7. Crack sealant for small cracks shall be a 100% solids, 2-component elastomeric epoxy with 110% elongation and minimum 1200 psi tensile strength as measured by ASTM D412. Sealant shall be Flexi-Seal 510 as manufactured by Edison Coatings, Inc. (800) 697-8055, or approved equal.

8. Reinforcing steel primer/corrosion inhibitor shall be an alkaline, silica fume modified, latex modified cementitious coating, SYSTEM 49 CPBA, as manufactured by Edison Coatings, Inc., (800) 697-8055, or approved equal.

9. The products specified herein shall be assumed to meet the performance criteria specified. If a proposed equal is submitted, thorough lab testing shall be required to establish equivalent performance levels. An independent testing laboratory shall be utilized as determined by the Architect, and shall be paid for by the submitting party.

3.00 EXECUTION: SURFACE PREPARATION & DETAILING

1. This section describes the preparation required for various surfaces which are to receive patching compound.

3.01 SURFACE PREPARATION

1. Prior to patching, all surfaces must be prepared in accordance with this section of the specifications.
2. Remove all unsound concrete, using lightweight demolition hammers, not to exceed 18 pounds in weight. All removals to be performed in accordance with ICRI Guideline #03730, which shall be a part of these specifications, with regard to removal geometry, exposing, undercutting and cleaning of embedded reinforcement, and conditioning of edges and surfaces. Following demolition, test surfaces for alkalinity/carbonation with a 1-2% solution of phenolphthaline. Surfaces which do not indicate alkalinity (solution turns pink) shall require further demolition.
3. Pressure wash all indicated surfaces using 3000-4000 psi water blast, as required to remove all dust and dirt. Abrasive shall be used in combination with water when cleaning repair cavities, as required to eliminate micro- cracked surface materials resulting from demolition. No water with concrete dust shall be allowed to remain on any surface following washing, and must be immediately removed, prior to drying and rehardening.
4. The result of this preparation shall render a surface clean, meaning having complete exposure of sound original material without any deposits of contaminants, foreign matter or loose material, which could affect the bond or long-term durability of the surface and the patching compound.

3.02 CRACK REPAIR

1. Patching compounds are not to be used to bridge working cracks or joints. Prior to crack repair, contractor shall engage the services of the crack sealant manufacturer's technical representative to assist in the selection of the appropriate grades of crack sealants for each area.
2. Crack repair for small cracks less than 1/16" (62 mils, 1.5 mm) shall be performed following pressure washing and drying by gravity filling with elastomeric crack sealant. Cracks wider than 1/16" shall be grooved out to a nominal 1/2" x 1/2" (3mm x 3mm), and filled with crack sealant.
3. Expansion joints are not included under this section of the specification.

303:PRIMING OF REINFORCING STEEL

1. Any steel reinforcement exposed in the course of removing unsound materials shall be cleaned and prepared in accordance with the above specifications.
2. Following cleaning and prior to patching, apply cementitious corrosion inhibitive primer and bonding agent to all steel surfaces in accordance with manufacturer's instructions. Care must be taken to create a continuous coating on the full surface, including the underside of the undercut reinforcement. Observe manufacturer's guidelines with regard to inimum and maximum timing "windows" for patching after application of primer.

4.00 CONCRETE PATCHING

1. Following preparation, as specified above, contractor shall maintain work area in a clean condition, including materials, equipment and workers' footwear, to avoid tracking in of contaminants, dirt, dust, mud or other materials which may interfere with adhesion and durability of repairs.

2. Prior to patching, all repair areas to be patched shall be kept continuously wet for at least 20 minutes prior to application of patching compound. Before placing patch, excess water shall be blown, vacuumed or otherwise removed from the surface, leaving the surface damp or saturated/surface dry.

3. Vigorously brush apply a thin primer coat of acrylic latex bonding agent with added 10% neat Type 1 portland cement into all cavity surfaces.

4. Within 4 hours of primer application, mix and place patching compound in accordance with manufacturer's instructions.

5. Mix the precisely measured quantity of water specified by the manufacturer with full bags of patching compound only. Mix using slow speed drill (450 rpm maximum) with mud or paddle mixer. Motorized mortar mixers may be used for mixing larger quantities. Mix for precisely 4 minutes, using a mix timer. Mix to a uniform consistency, free of lumps or dry material. Do not whip air into the mix. Do not overmix.

6. When placing the patching compound, care shall be taken to assure that all corners and gaps under reinforcing steel and entire cavity profile is completely filled and properly compacted to prevent formation of voids or unbonded areas. "Work" the material into corners and gaps, and onto cavity sidewalls using pressure on the trowel to assure good contact between patch and substrates.

7. Patches deeper than 1" (25 mm) may be extended by coarse aggregate addition. 20 pounds of clean, washed, 3/8" pea stone suitable in composition and surface profile for use as a concrete aggregate, may be added to each 50 pound bag of patching compound.

8. Do not retemper material which has begun to set. Discard any unused material after 20 minutes. Do not excessively wet patch surfaces after placement or as an aid to trowelling. Limit surface water addition to light misting and do not wet or rework repeatedly.

9. Observe the curing requirements for each day's working conditions, as specified herein. Do not extend wet curing beyond the maximum specified. Do not open to traffic or expose to weather until adequate strength has been reached, as affected by working and curing conditions.

Division 09

09 67 23
09 96 00

Resinous Flooring
High-Performance Coatings

SECTION 096723 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes one resinous flooring system, one with urethane mortar body.
 - 1. Application Method: Hand troweled.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Verification: For each resinous flooring system required, 6 inches (150 mm) square, applied to a rigid backing by Installer for this Project.
- C. Product Schedule: Use resinous flooring designations indicated in Part 2 and room designations indicated on Drawings in product schedule.
- D. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- E. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. No request for substitution shall be considered that would change the generic type of floor system specified (i.e. Urethane mortar based system). Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if submitted 10 days prior to bid date. Request will be subject to specification requirements described in this section.
- B. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.

1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
 2. Contractor shall have successfully completed at least 10 projects of similar size and complexity.
- C. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- D. Manufacturer Field Technical Service Representatives: Resinous flooring manufacture shall retain the services of Field Technical Service Representatives who are trained specifically on installing the system to be used on the project.
1. Field Technical Services Representatives shall be employed by the system manufacture to assist in the quality assurance and quality control process of the installation and shall be available to perform field problem solving issues with the installer.
- E. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Apply full-thickness mockups on 48-inch- (1200-mm-) square floor area selected by Architect.
 - a. Include 48-inch (1200-mm) length of integral cove base.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
 3. Sign off from Architect and Owner/Owners agent on texture for slip resistance must be complete before installation of flooring system.
- F. Pre-installation Conference:
1. General contractor shall arrange a meeting not less than thirty days prior to starting work.
 2. Attendance:
 - a. General Contractor
 - b. Architect/Owner's Representative.
 - c. Manufacturer/Installer's Representative.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.
- C. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
 - 1. Maintain material and substrate temperature between 65 and 85 deg F (18 and 30 deg C) during resinous flooring application and for not less than 24 hours after application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.
- D. Concrete substrate shall be properly cured for a minimum of 30 days. A vapor barrier must be present for concrete subfloors on or below grade. Otherwise, an osmotic pressure resistant grout must be installed prior to the resinous flooring

1.7 WARRANTY

- A. Manufacturer shall furnish a single, written warranty covering both material and workmanship for a period of (1) full years from date of installation, or provide a joint and several warranty signed on a single document by material manufacturer and applicator jointly and severally warranting the materials and workmanship for a period of (1) full year from date of installation. A sample warranty letter must be included with bid package or bid may be disqualified.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

- A. Available Products: Subject to compliance with requirements, product that may be incorporated into the work include,
 - 1. Unsealed or “self-sealing” urethane mortar systems, multiple layers of liquids and broadcasts will not be accepted, and will result in a disqualification from bid.
 - 2. All Accessory Materials must be from the same manufacturer as the flooring system.
- B. Acceptable Manufacturers:
 - 1. Stonhard Basis of Design.
- C. Products: Subject to compliance with requirements:
 - 1. Stonhard, Inc.; Stonclad-UT® Light Texture - Contact: Carl Vose 508-274-5521
- D. System Characteristics:
 - 1. Color and Pattern: Select from Mfg. Standards
 - 2. Wearing Surface: Light
 - 3. Integral Cove Base: TBD
 - 4. Overall System Thickness: 1/4”.
- E. System Components: Manufacturer's standard components that are compatible with each other and as follows:
 - 1. Mortar:
 - a. Material design basis: Stonclad UT
 - b. Resin: Urethane.
 - c. Formulation Description: (4) four-component, 100 percent solids.
 - d. Application Method: Screed, Trowel.
 - 1) Thickness of Coats: 1/4”.
 - 2) Number of Coats: One.
 - 3) Broadcast texture into wet mortar base.
 - e. Aggregates: Pigmented Blended aggregate.
 - 2. Top coat:
 - a. Material design basis: Stonclad UT Sealer
 - b. Resin: Urethane
 - c. Formulation Description: (2) two-component
 - d. Type: pigmented.
 - e. Finish: Light Texture

- f. Number of Coats: One.

Note: Components listed above are the basis of design intent; all bids will be compared to this standard including resin chemistry, color, wearing surface, thickness, and installation procedures, including number of coats. Contractor shall be required to comply with all the requirements of the Specifications and all of the components required by the Specifications, whether or not such products are specifically listed above.

- F. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
1. Compressive Strength: 7,700 psi after 7 days per ASTM C 579.
 2. Tensile Strength: 1,000 psi per ASTM C 307.
 3. Flexural Strength: 2,400 psi per ASTM C 580.
 4. Water Absorption: < 1% per ASTM C 413.
 5. Impact Resistance: > 160 in. lbs. per ASTM D 2794.
 6. Flammability: Class 1 per ASTM E-648.
 7. Hardness: 80 to 84, Shore D per ASTM D 2240.

2.2 ACCESSORY MATERIALS

- A. Moisture Mitigation System: If required, polymer modified, cementitious grout, to be installed prior to overlayment. Allowances should be included or line itemed for Stonfil OP2 by Stonhard. Not required with Stonclad UT® when installed over a new substrate with a properly installed vapor barrier, elevated substrates, or over a wood substrate.
- B. Pitching and Fill: If required, Use a four component fast setting Urethane grout. Moisture resistant polyurethane based grout designed for permanent repairs under flooring system. Stonhard, Stonset TG6. See drawings for per foot slope to drains. Use standard drain detail, saw cut and chase.
- C. Waterproof Membrane: If required, use of Stonproof ME7 waterproof membrane required on floors above grade, 25 mil waterproof membrane.
- D. Joint Sealant: Type produced by resinous flooring manufacturer for type of service and joint condition indicated. Allowances should be included for Stonflex MP7 joint fill material, and Stonproof CT5 concrete crack treatment.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for resinous flooring application.

- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
1. Mechanically prepare substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
 3. Verify that concrete substrates are dry.
 - a. Perform in situ probe test, ASTM F 2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 85 percent.
 - b. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 7 lb of water/1000 sq. ft. of slab in 24 hours.
 - c. Perform additional moisture tests recommended by manufacturer. Proceed with application only after substrates pass testing.
 4. Verify that concrete substrates have neutral Ph and that resinous flooring will adhere to them. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions. The use of Stonset TG6 urethane grout is recommended for any heavy patching or necessary pitch work.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations. Allowances should be included for Stonflex MP7 joint fill material, and CT5 concrete crack treatment.

3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.

2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer where required by resinous system, over prepared substrate at manufacturer's recommended spreading rate.
- C. Integral Cove Base: Stonclad UR mortar, apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, of cove base. Round internal and external corners.
1. Integral Cove Base: 4 inches high
- D. Mortar: Mix mortar material according to manufacturer's recommended procedures. Uniformly spread mortar over substrate at manufacturer's recommended height using specially designed trowel and or Screed box. Broadcast desired texture directly into mortar base. Field verify texture needed, based on approved samples as Medium.
- E. Apply topcoat in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.3 TERMINATIONS

- A. Chase edges to "lock" the flooring system into the concrete substrate along lines of termination, or where meeting an existing urethane flooring system. If terminating at flooring system with a different chemistry (epoxy or acrylic), a joint must be cut and filled with an elastomeric, to allow for different rates of expansion and contraction.
- B. Penetration Treatment: Lap and seal the flooring system onto the perimeter of the penetrating item by bridging over compatible elastomer at the interface to compensate for possible movement.
- C. Trenches: Continue flooring system into trenches to maintain monolithic protection. Treat cold joints to assure bridging of potential cracks.
- D. Treat floor drains by chasing the flooring system to lock in place at point of termination.

3.4 JOINTS AND CRACKS

- A. Treat control joints to bridge potential cracks and to maintain monolithic protection.
- B. Treat cold joints and construction joints to bridge potential cracks and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.

- C. Discontinue floor coating system at vertical and horizontal contraction and expansion joints by installing backer rod and compatible sealant after coating installation is completed. Provide sealant type recommended by manufacturer for traffic conditions and chemical exposures to be encountered.

3.5 FIELD QUALITY CONTROL

- A. Material Sampling: Owner may at any time and any numbers of times during resinous flooring application require material samples for testing for compliance with requirements.
 - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
 - 3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

3.6 CLEANING, PROTECTING, AND CURING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 18 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer.

END OF SECTION 096723

SECTION 099600 - HIGH-PERFORMANCE COATINGS

1.1 SUMMARY

- A. Section includes surface preparation and application of high-performance coating systems, on existing surfaces including masonry CMU and wall board substrates such as GWB.

- 1. Interior Substrates:

- a. Concrete, vertical surfaces.
- b. Clay masonry.
- c. Concrete masonry units (CMU).
- d. Wall board substrates.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples: For each type of coating system and in each color and gloss of topcoat indicated.
- C. Product List: For each product indicated, include printout of current manufactures product data sheets.

1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.4 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each coating system specified in Part 3.
 - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.

- a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
- B. Manufacturer Field Technical Service Representatives: Resinous flooring manufacture shall retain the services of Field Technical Service Representatives who are trained specifically on installing the system to be used on the project.
 - 1. Field Technical Services Representatives shall be employed by the system manufacture to assist in the quality assurance and quality control process of the installation and shall be available to perform field problem solving issues with the installer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide Stonhard, Stonglaze VSE.
Contact: Carl Vose 508-274-5521

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and are listed in "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
 - 3. Provide products of same manufacturer for each coat in a coating system.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Primers, Sealers: 200 g/L.
- D. Low-Emitting Materials: Interior coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- E. Colors: As selected by Architect from manufacturer's full range.

2.3 PRIMER

A. Epoxy:

1. Stonhard Primer:
 - a. Material Basis: Stonglaze primer
 - b. Resin: Bisphenol F, Epoxy
 - c. Formulation Description: (2) two component, 100 percent solids.
 - d. Application Method: Squeegee and roller.
 - e. Number of Coats: (1) one.

2.4 URETHANE COATINGS

A. System Characteristics:

1. Color and Pattern: Choose from Mfg. Standards
2. Wearing Surface: Standard smooth.
3. Integral Cove Base: TBD inches.
4. Overall System Thickness: nominal 15 mils

B. System Components: Manufacturer's standard components that are compatible with each other and as follows:

1. Base:
 - a. Material Basis: Stonhard, Stonglaze membrane base coat VSE.
 - b. Resin: Urethane.
 - c. Formulation Description: (2) two component.
 - d. Application Method: Roller or spray.
 - e. Number of Coats: (1) One.
2. Top coat:
 - a. Material design basis: Stonhard, Stonglaze top coat VSE
 - b. Resin: Waterborne, Aliphatic, Polyurethane.
 - c. Formulation Description: (2) two component, waterborne, aliphatic.
 - d. Application Method: Roller or spray.
 - e. Number of Coats: (2) Two.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 1. Any wall board surface must be finished to a level 1, 2, or 3 drywall finishes with an appropriate spackle compound.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
- B. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION 099600