

Harriman

Dorothea Dix
Psychiatric Center
Building B-1 Window
Replacement
Bangor, Maine

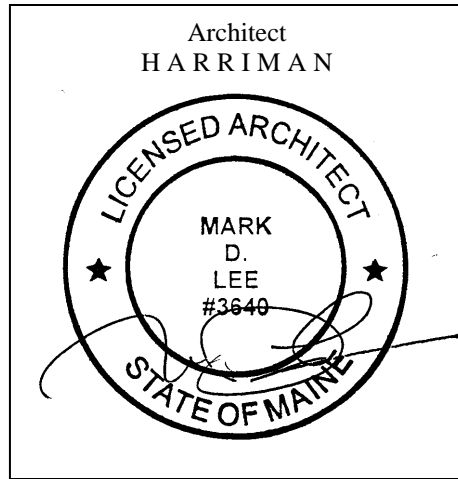
Project No. 25296

May 15, 2026

Construction Documents

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PROFESSIONAL SEAL PAGE



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DOROTHEA DIX PSYCHIATRIC CENTER
BUILDING B-1 WINDOW
REPLACEMENT
Bangor, Maine

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00 11 13
Notice to Contractors

Dorothea Dix Psychiatric Center Building B-1 Window Replacement

3897

Replace the select portions of the existing steel curtainwall system with new aluminum windows (fixed over hopper) and insulated metal wall panels. Provide openings in the insulated metal wall panels for installation of owner-provided air conditioning unit sleeves.

The contract shall designate the Substantial Completion Date on or before *13 November 2026*, and the Contract Final Completion Date on or before *20 November 2026*.

1. Bids shall be submitted in sealed envelopes plainly marked "**Bid for Dorothea Dix Psychiatric Center Building B-1 Window Replacement**" and addressed to:

*Jonathan Jandreau
Director of Facilities
Dorothea Dix Psychiatric Center
656 State Street
Bangor, Maine 04402*

The envelope shall contain a completed Contractor Bid Form (section 00 41 13), provided in the Bid Documents, and include bid security when required. The bids shall be received no later than **2:00:00 p.m. on 12 June 2026**.

Bid submissions will be opened and read aloud at *the address shown above* at the time and date noted above.

Any bid submitted after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

2. Questions and comments on the *bid opening process* shall be addressed to: Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.
3. Questions and comments regarding the *project* design specifications or drawings shall be directed in writing to the Consultant during the bid period prior to the question and comment deadline of 5:00 p.m. on *9 June 2026*.

*Harriman
Jeff LaPierre, PE
jlapierre@harriman.com*

00 11 13
Notice to Contractors

4. Bid security is required on this project.
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.
or
 Bid security is not required on this project.
5. Performance and Payment Bonds are required on this project.
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
or
 Performance and Payment Bonds are not required on this project.
6. Filed Sub-bids *are not required* on this project.
7. Pre-qualified General Contractors are utilized on this project.
insert the company name, city and state for each
or
 Pre-qualified General Contractors are not utilized on this project.
8. An on-site pre-bid conference (*mandatory* or *optional*) will be conducted for this project. The pre-bid conference is intended for General Contractors. Subcontractors and suppliers are welcome to attend. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding.
1:00:00 p.m. on 22 May 2026.
Dorothea Dix Psychiatric Center, 656 State Street, Bangor, ME
Meet at main entrance to be badged and escorted through facility.
or
 An on-site pre-bid conference will not be conducted for this project.
9. Bid Documents - full sets only - will be available on or about 15 May, 2026 and may be obtained for digital download from:
<https://www.maine.gov/dafs/bgs/business-opportunities#invitationforbid>
or
Email request to Jonathan.Jaundreau@maine.gov

00 11 13
Notice to Contractors

9. Bid Documents may be examined at:

AGC Maine
188 Whitten Road, Augusta, ME 04330
207-622-4741

Construction Summary
734 Chestnut Street, Manchester, NH 03104
603-627-8856

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**00 41 13
Contractor Bid Form**

Dorothea Dix Psychiatric Center Building B-1 Window Replacement

3897

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

Bid Administrator:

Jonathan Jandreau
Director of Facilities
Dorothea Dix Psychiatric Center
656 State Street
Bangor, Maine 04402

Jonathan.Jandreau@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

- The Bidder, having carefully examined the Dorothea Dix Psychiatric Center Building B-1 Window Replacement Project Manual dated 15 May 2026, prepared by Harriman, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

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

- | | | |
|---|-------------------|----------------|
| 1 | <i>"not used"</i> | \$ <u>0.00</u> |
| 2 | <i>"not used"</i> | \$ <u>0.00</u> |
| 3 | <i>"not used"</i> | \$ <u>0.00</u> |
| 4 | <i>"not used"</i> | \$ <u>0.00</u> |

- Alternate Bids *are included* on this project.
Alternate Bids are as shown below
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

- | | | |
|---|---|---------------------|
| 1 | <i>Provide Full Height Awning Windows</i> | \$ _____ <u>.00</u> |
| 2 | <i>Deduct Alternate South West Corner</i> | \$ _____ <u>.00</u> |
| 3 | <i>"not used"</i> | \$ _____ <u>.00</u> |
| 4 | <i>"not used"</i> | \$ _____ <u>.00</u> |

**00 41 13
Contractor Bid Form**

4. Unit Prices *are not included* on this project.

No Unit Prices

Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**. *Note: ADD and DEDUCT unit prices cannot differ by more than 20%.*

	UNIT	ADD	DEDUCT
1 "not used"	<u>XX</u>	\$ _____	\$ _____
2 "not used"	<u>XX</u>	\$ _____	\$ _____
3 "not used"	<u>XX</u>	\$ _____	\$ _____

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

If noted above as required, or if the Base Bid amount exceeds \$125,000.00, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

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

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

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**00 43 13
Contractor Bid Bond**

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

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

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the 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
<i>Alternate Bid number and name or "no Alternates"</i>	\$0.00
<i>Alternate Bid number and name or "no Alternates"</i>	\$0.00
<i>Alternate Bid number and name or "no Alternates"</i>	\$0.00
<i>Alternate Bid number and name or "no Alternates"</i>	\$0.00
<i>Alternate Bid number and name or "no Alternates"</i>	\$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.

<i>select proper approval authority</i>			
Reviewed by:		Approved by:	
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
<i>insert name</i>		<i>John Kenney, P.E.</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning Design and Construction Division (PDCD)</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 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;

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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.

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

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1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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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.

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.

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5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

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.

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- 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 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.

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- 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 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

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10. Contract Bonds

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

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,

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supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

14. Allowances

14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.

14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

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.

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17. Substitutions

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

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19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.

19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.

20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.

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.

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- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 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.

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- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.
- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the 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.

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- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.
26. Safety and Security of the Premises
- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 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

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approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.

- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 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.

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- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may 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

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unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 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

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Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

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

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

31. Delays and Extension of Time

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

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

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

32. Payments to the Contractor

- 32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.
- 32.2 The Contractor shall submit an application for each payment (“Requisition for Payment”) on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner’s interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner’s interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

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

33. Payments Withheld

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

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

34. Liens

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

35. Workmanship

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

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

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37. Date of Completion and Liquidated Damages

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

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

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

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

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

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

38. Dispute Resolution

38.1 Mediation

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

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

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

38.2 Arbitration

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

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

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

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

**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.

2026 Fair Minimum Wage Rates – Building 2 Penobscot County (other than 1 or 2 family homes)

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Brickmasons and Blockmasons	\$43.02	\$7.64	\$50.66
Bulldozer Operator	\$30.62	\$5.38	\$36.00
Carpenter	\$30.01	\$19.69	\$49.70
Cement Masons and Concrete Finisher	\$24.42	\$2.52	\$26.94
Construction and Maintenance Painters	\$23.96	\$1.59	\$25.55
Construction Laborer	\$21.90	\$19.72	\$41.62
Conveyor Operators and Tenders	\$30.17	\$13.77	\$43.94
Crane and Tower Operators	\$40.43	\$8.63	\$49.06
Crushing Grinding and Polishing Machine Operators	\$26.15	\$3.24	\$29.39
Earth Drillers - Except Oil and Gas	\$25.04	\$3.77	\$28.81
Electrical Power - Line Installer and Repairers	\$48.12	\$15.63	\$63.75
Electricians	\$38.74	\$21.14	\$59.88
Elevator Installers and Repairers	\$67.34	\$39.76	\$107.10
Excavator Operator	\$34.12	\$6.49	\$40.61
Fence Erectors	\$30.90	\$2.18	\$33.08
Flagger	\$21.39	\$0.86	\$22.25
Floor Layers - Except Carpet/Wood/Hard Tiles	\$29.00	\$8.65	\$37.65
Glaziers	\$23.73	\$4.62	\$28.35
Hazardous Materials Removal Workers	\$24.12	\$1.60	\$25.72
Heating and Air Conditioning and Refrigeration Mechanics and Installers	\$32.88	\$4.41	\$37.29
Heavy and Tractor - Trailer Truck Drivers	\$24.44	\$2.50	\$26.94
Highway Maintenance Workers	\$23.30	\$1.14	\$24.44
Industrial Machinery Mechanics	\$29.97	\$6.74	\$36.71
Industrial Truck and Tractor Operators	\$24.61	\$4.21	\$28.82
Insulation Worker - Mechanical	\$27.35	\$6.05	\$33.40
Light Truck or Delivery Services Drivers	\$26.79	\$5.14	\$31.93
Loading Machine and Dragline Operators	\$29.71	\$4.79	\$34.50
Millwrights	\$35.99	\$10.52	\$46.51
Mobile Heavy Equipment Mechanics - Except Engines	\$30.67	\$5.10	\$35.77
Operating Engineers and Other Equipment Operators	\$39.74	\$3.67	\$43.41
Paving Surfacing and Tamping Equipment Operators	\$30.74	\$10.67	\$41.41
Pile-Driver Operators	\$37.15	\$3.12	\$40.27
Pipe/Steam/Sprinkler Fitter	\$43.76	\$25.44	\$69.20
Pipelayers	\$28.75	\$3.64	\$32.39
Plumbers	\$40.00	\$24.71	\$64.71
Radio Cellular and Tower Equipment Installers	\$34.72	\$5.63	\$40.35
Reinforcing Iron and Rebar Workers	\$33.35	\$27.55	\$60.90
Riggers	\$27.16	\$21.25	\$48.41
Roofers	\$24.71	\$4.70	\$29.41
Sheet Metal Workers	\$24.97	\$5.69	\$30.66
Structural Iron and Steel Workers	\$27.16	\$21.25	\$48.41
Tapers	\$29.16	\$5.64	\$34.80
Telecommunications Equipment Installers and Repairers - Except Line Installers	\$37.09	\$10.21	\$47.30
Telecommunications Line Installers and Repairers	\$28.49	\$5.29	\$33.78
Tile and Marble Setters	\$28.91	\$5.46	\$34.37

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

Supersedes 02-03-2025
Effective 01-10-2026

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SECTION 010010 - DIVISION 01 GENERAL REQUIREMENTS - LIMITED SCOPE

1.1 DIVISION 01 CONTENTS

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1.2 RELATED DOCUMENTS

- A. General provisions of Contract, including General Conditions apply to this Division and to Roofing Contractors (also known as Contractor and/or General Contractor), Subcontractors and other persons supplying materials and/or labor, entering into the Project site and/or premises, directly or indirectly.
- B. This Division is intended to provide additional details and procedures for the implementation of requirements prescribed in the Agreement.

1.3 SUMMARY OF WORK

- A. Project Description: The Project shall be known as Dorothea Dix Psychiatric Center Building B-1 Window Replacement.
 - 1. *Replace the select portions of the existing steel curtainwall system with new aluminum windows (fixed over hopper) and insulated metal wall panels. Provide openings in the*

insulated metal wall panels for installation of owner provided air conditioning unit sleeves. Deduct Alternate #1 to provide full height awning windows. Alternate #2 to remove scope associated with the Southwest Corner of Building B-1 as noted on the drawings.

- a. Work shall include all labor, materials, supplies, equipment, components and systems required to complete the Project as specified and reasonably inferred by the Contract Documents, without exception, and all Work or portions of the Work normally required by accepted trade practices in projects of similar type, scope and locale, without which the Work could not be completed and without which the Work would not function properly.
- B. Contractor Use of Premises: Limit use of the premises to construction activities in areas indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. Keep all driveways and entrances serving the premises clear at all times.
1. The Owner will occupy the site and existing building during construction. Perform the Work so that interference with the Owner's operations is minimized and planned in advance.
 - a. Notify Owner at least 72 hours before any temporary interruption of utilities, safety or support systems.
 2. Provisions are to be made for the convenience, safety and comfort of staff and the public within all usable areas.
 3. Normal working hours for on-site activities shall be coordinated through Owner. Contractor may work on site after hours or weekends with Owner's approval.
 4. Keep all driveways and entrances serving the premises clear and available to the Owner, residence, staff and the public at all times. Do not use these areas for parking or material storage. Schedule deliveries to minimize on-site storage of materials and equipment.
 - a. Construction parking and material storage will be in designated areas only. Location to be determined by Owner.
 5. Smoking is prohibited anywhere on property.
 6. Do not dispose of any material on site, either by burial or by burning.
- C. Use of Existing Building: Maintain building in a weather-tight condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during construction. Repair damage caused by construction operations.
1. Provide dust-proof, weather tight, secure barriers between occupied and work areas of building.
 2. Use of existing toilets, wash rooms and other facilities within the existing building will not be allowed.
 3. Use of Owner's dumpsters will not be allowed.
 4. Keep all building entrances clear and accessible at all times.
- D. Owner Occupancy Requirements: The Owner will be responsible for operation, maintenance and custodial service for occupied portions of the building.

1.4 APPLICATIONS FOR PAYMENT

- A. Schedule of Values: Submit the fully completed Schedule of Values in a format approved by the Architect to the Architect no later than 7 days before the date scheduled for submittal of the initial Application for Payment.
 1. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment.

- B. Applications for Payment: Progress payment dates and the period of construction Work covered by each Application for Payment.
1. Submit Application for Payment to the Owner and Architect so that the Application will be received by the Architect no later than 5 days prior to the indicated date for each progress payment.
 2. Payment Application Forms: Use most up to date forms located on the “Maine Bureau of Real Estate Management” website. Provide documentation and verification as required by Owner.
 3. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the Architect by means ensuring receipt within 48 hours. Each copy shall be complete.
 4. Waivers of Mechanics Lien: With final Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a lien related to the Work covered by the Payment.
 - a. Immediately upon receipt of final payment, Contractor shall execute waiver of mechanics lien for the period of construction covered by the application. Deliver so that Architect receives original executed waiver no later than three (3) days after receipt of payment by Contractor.
 - b. Submit final Application for Payment with or preceded by final waivers from every entity involved with the performance of the Work covered by the application who could lawfully be entitled to a lien.
 - 1) The total amount of each entity’s final waiver of lien shall equal the contract sum for that entity including all additions and reductions thereto.
 5. Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - a. List of subcontractors, principal suppliers and fabricators.
 - b. Schedule of Values.
 - c. List of Contractor’s staff assignments.
 - d. Copies of building permits, if required by local jurisdiction.
 - e. Report of pre-construction meeting.
 - f. Certificates of insurance and insurance policies.
 - g. Performance and payment bonds.
 - h. Data needed to acquire Owner's insurance.
 6. Final Payment Application: This application shall reflect Certificates of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - a. Administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include the following:
 - 1) Completion of Project closeout requirements.
 - 2) Completion of items specified for completion after Substantial Completion.
 - 3) Assurance that unsettled claims will be settled.
 - 4) Assurance that Work not complete and accepted will be completed without undue delay.
 - 5) Proof that taxes, fees and similar obligations have been paid.
 - 6) Removal of temporary facilities and services.
 - 7) Removal of surplus materials, rubbish and similar elements.

1.5 CONTRACT MODIFICATION PROCEDURES

- A. Minor Changes in the Work

1. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, may be issued by the Architect on AIA Document G710 "Architect's Supplemental Instructions" or other approved form.

B. Change Order Proposal Requests

1. Owner-Initiated Proposals: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. Proposal requests issued by the Architect are for information only.
 - a. Unless otherwise indicated in the proposal request, within 5 days of receipt of the proposal request, submit to the Architect for the Owner's review an itemized estimate of cost including related costs necessary to execute the proposed change.
 - 1) Include a statement indicating the effect the proposed change will have on the Contract Time.
2. Contractor-Initiated Proposal: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - a. Provide a complete description of proposed change. Indicate the reasons for the change and the effect of the change on the Work. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - b. Include an itemized list of products required and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Comply with requirements for product substitutions if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

C. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA G714 "Construction Change Directive", instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

D. Change Order Procedures: Upon the Owner's approval of a Change Order Proposal Request, the Architect, or the General Contractor if so required by the Architect, will issue a Change Order on AIA G701 "Change Order" for signatures of the Owner and Contractor, as provided in the Conditions of the Contract.

1. Provide minimum of three (3) original copies with documentation, as required by Architect.

1.6 PROJECT COORDINATION

- A. Layout: The Contractor is responsible for all layout of all Work, even if such layout is done by others. The Contractor's responsibility includes but is not necessarily limited to levels, reference points, location of access panels, openings for light fixtures, ceiling grilles, sprinkler heads and other ceiling mounted devices, etc.

- B. Coordination: The Contractor shall coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly demolition and installation of each part of the Work. The Contractor shall also coordinate construction operations included under different Specifications that are dependent upon each other for proper installation, connection, inspections and approvals, accessibility and operation.
- C. Superintendent: The Contractor's superintendent shall be on site at any time Work is being done.
- D. On-Site Documents: The Contractor shall provide in a visible and accessible location on the site:
1. Complete, currently updated set of Specifications and Drawings, Change Orders and other Modifications, approved Shop Drawings, Product Data, Samples and similar submittals.
 2. Permits and notifications required by law, regulation, etc.
 3. List of Owner, Architect, Contractor, superintendent, subcontractors, etc. Include name of contact person, telephone and fax numbers. Include telephone numbers for police, ambulance and fire departments.
- E. Administrative Procedures: The Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.
- F. General Installation Provisions:
1. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected to meet acceptable industry standards.
 - a. Should Contractor direct and require Installer to perform Work without correction of such unsatisfactory condition, Contractor shall be responsible for correction of any unacceptable Work resulting from conducting Work in such unsatisfactory condition.
 2. Recheck field measurements and dimensions, before starting each installation.
 3. Provide blocking, reinforcement, attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement including any required expansion joints or device even if not detailed or shown.
 4. Alteration Projects: Remove, cut, and patch Work in a manner to minimize damage, to provide smooth transitions, and to provide means of restoring Products and finishes to specified condition.
 - a. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
 5. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - a. Control accumulation of waste materials and rubbish. Remove from work areas at least daily.
 - b. Control dust and debris from construction work at all times so it will not adversely affect the condition of adjacent areas. Abutting areas and streets will be swept and kept clean of debris.

- c. All temporary enclosures shall protect occupants, existing building and adjoining buildings, to minimize noise, dust, odors, rain, heat and cold from entering the existing buildings.
 - d. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period.
 - e. Care shall be taken to avoid fumes entering into roof top unit intakes. Pay special attention to lower level roof adjoining this project.
6. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. RFIs must be sent for review individually (one RFI per email) to constructadmin@harriman.com.
- 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
- 1. Project name.
 - 2. Owner name.
 - 3. Owner's Project number.
 - 4. Name of Architect.
 - 5. Architect's Project number.
 - 6. Date.
 - 7. Name of Contractor.
 - 8. RFI number, numbered sequentially.
 - 9. RFI subject.
 - 10. Specification Section number and title and related paragraphs, as appropriate.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Field dimensions and conditions, as appropriate.
 - 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 14. Contractor's signature.
 - 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five business days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m
- E. . will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project software. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect and Owner.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- G. On receipt of Architect's action, immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.8 CUTTING AND PATCHING

- A. General: Employ skilled workmen to perform ripping, cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Operational and Safety Limitations: Do not cut, patch or secure materials and elements in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval before cutting and patching operating elements or safety related systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- D. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- E. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.
- F. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

1.9 REFERENCE STANDARDS & DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract. Definitions specific to individual Specifications are included in the appropriate Specification.
 - 1. "Inspect", "inspection" when used in conjunction with the Architect's activities is the visual observation of construction to permit the Architect to render his/her professional opinion as to whether the Contractor is performing the Work in a manner indicating that, when completed, the Work will be in accordance with the Contract Documents. Such observations shall not be relied upon by any party as acceptance of the Work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
 - 2. "Certify", "certification" when used in conjunction with the Architect's observation of the Site and the work means the Architect's opinion based on his/her observation of conditions, knowledge, information and beliefs. It is expressly understood that the Architect's certification of a condition's existence relieves no other party of any responsibility or obligation he/she has accepted by contract or custom.
 - 3. "Furnish" means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
 - 4. "Install" describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
 - 5. "Provide" means to furnish and install, complete and ready for the intended use.

- B. Specifications:
 - 1. References: “Refer to” references to specific Articles or Paragraphs of the Agreement or to related Specifications are provided as a convenience to the Contractor to facilitate locating of relevant requirements, procedures, or Work. The references given may not be complete or may not be the only ones affecting the particular Specification or Paragraph wherein the reference is located.
 - a. The Contractor remains responsible for locating and complying with all relevant requirements and procedures specified in the Contract Documents.
- C. Industry Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
 - 1. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Where copies of standards are needed to perform a required construction activity, each entity is responsible for obtaining copies of each standard from the publication source.
- D. Governing Regulations and Regulations: The Contractor shall contact the authorities having jurisdiction prior to commencement of work and where necessary to obtain approvals if required.
- E. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.10 PROJECT MEETINGS

- A. Preconstruction Conference: The Contractor shall schedule a preconstruction conference and organizational meeting at the project site or other convenient location prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments. The Owner will review use of site and Contract requirements.
 - 1. Attendees: The Owner, the Contractor and his superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
 - 2. Reporting: No later than 3 days after the preconstruction conference, the Contractor shall submit a report to the Owner and Architect for review. After revision by the Owner and Architect, if any, the Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present, including the Owner and Architect
- B. Progress Meetings: The Contractor shall conduct progress meetings at the project site at intervals as required. Notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment requests.
 - 1. Reporting: No later than 3 days after each progress meeting date, the Contractor shall submit a report to the Architect for review. After revision by Architect, if any, the Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present including the Owner.

- a. Include a brief summary, in narrative form, of progress of Work since the previous meeting and report.
 - b. Do not remove items from reports until they have been resolved.
- C. Special Attendance at Meetings: The Owner, Owner's Designated Representative or Architect may require the attendance of a particular party or parties at any project meeting or conference.

1.11 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Individual Specification Sections.
1. Submit electronic submittals by either of the following methods:
 - a. Via email as PDF electronic file to constructadmin@harriman.com .
 - 1) Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - b. Post electronic submittals as PDF electronic files directly to Architect's FTP site specifically established for Project.
 - 1) Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- C. Architect's Action:
1. General: Architect will not review submittals that do not bear Contractor's submittal stamp and will return them without action.
 2. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an appropriate mark to indicate status.
 - a. The Architect's marking of "Reviewed, Furnish as Corrected or similar verbiage means submittal has been reviewed for general conformance to the contract documents only and does not mean unqualified acceptance. The Contractor is fully responsible for compliance with the contract documents.
 3. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
 4. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
 5. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
 6. Submittals not required by the Contract Documents will be returned by the Architect without action.

1.12 TEMPORARY FACILITIES

- A. Submittals: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. Quality Assurance:
 - 1. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction.
 - 2. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".
- C. Temporary Utility Usage: Engage the appropriate local utility company to install temporary service or connect to existing service.
 - 1. Use Charges: Contractor may use existing electrical service and use charges will be paid by Owner. Coordinate with Owner prior to connection.
 - 2. Water Service: Contractor may use existing electrical service and use charges will be paid by Owner. Coordinate with Owner prior to connection.
 - 3. Temporary Lighting: Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.
 - 4. Temporary Telephones: Provide temporary telephone service at site for all personnel engaged in construction activities, throughout the construction period.
 - 5. Parking: Arrange with Owner for temporary parking areas to accommodate construction personnel and visitors.
 - 6. Sanitary facilities: Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities Contractor shall not use existing toilets in the facility.
 - a. Maintain daily in clean and sanitary condition.
 - 7. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
 - a. Empty dumpster when full. Do not overfill or allow debris to blow around area. Keep area around dumpster free of trash, glass, nails, etc.
 - b. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into drainage waterways will not be permitted.
- D. Security and Protection Facilities Installation:
 - 1. Temporary Fire Protection: Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
 - a. Locate fire extinguishers where convenient and effective for their intended purpose.
 - b. Maintain unobstructed access to fire extinguishers and access routes for fighting fires.
 - 2. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected

- against. Where appropriate and needed provide lighting, including flashing red or amber lights.
3. Security Enclosure and Lockup: Maintain locked entrances to prevent unauthorized entrance, theft and vandalism, and similar violations of security.
 - a. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
 4. Environmental Protection: Provide protection, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- E. Materials and Equipment:
1. Submittals:
 - a. Schedule of Long Lead Time Items: The General Contractor shall provide the Architect with a schedule of all long lead items for review and approval prior to ordering. Once approved, the General Contractor shall pre-order items in a timely manner as not to delay the progress of the Work.
 2. Quality Assurance:
 - a. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
 - b. Compatibility of Options: When the General Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1) Provide interchangeable components of the same manufacture for components being replaced.
 3. Product Delivery, Storage, and Handling: Deliver, store and handle products in accordance with the manufacturer's written recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
 - a. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - b. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 - c. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that quantities are correct and that products are undamaged and properly protected.
 - d. Inspect products for damage when removed from storage area. Repair or replace damaged products before installation. Manufacturer's representative shall certify all repairs as meeting manufacturer's original standards.
 4. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 - a. Provide products complete with all accessories, trim, finish, and details needed for a complete installation and for the intended use and effect.

- b. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects, except where otherwise specified.
- 5. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous experience. Procedures governing product selection include the following:
 - a. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - b. Semiproprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 - 1) “Or Equal” Specification Requirements: Where products or manufacturers are specified by name, accompanied by the term “or equal,” or “or approved equal” comply with the Contract Document provisions concerning “substitutions” or obtain approval for use of an unnamed product.
 - c. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 - d. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - 1) Manufacturer's written recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
 - e. Compliance with Standards, Codes and Regulations: Where the Specifications only requires compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- 6. Installation of Products: Comply with manufacturer's written instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 - a. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

1.13 PRODUCT SUBSTITUTIONS

- A. “Substitutions” are requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the General Contractor after the Notice to Proceed. The following are not considered substitutions:
 - 1. Substitutions requested by Bidders during the bidding period, and accepted prior to the Notice to Proceed, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in Contract Documents.
 - 4. The General Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

- B. Substitution Request Submittal: Requests for substitution will be considered if, in the opinion of the Architect, such substitution will be of benefit to the Owner.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 - a. Attach completed “Contractor/General Contractor’s Substitutions Checklist” to each request for substitution. Forms to be obtained from Architect.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including drawings, specification sheets, and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable.
 - c. Product specifications and samples of the specified products for comparison.
 - d. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - e. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - f. A statement indicating the substitution's effect on the General Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - g. Cost information, including additional cost or savings in other parts of the Work resulting from the proposed substitution and a proposal of the net change, if any in the Contract Sum.
 - h. Certification by the General Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the General Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
 3. Architect's Action: Within one week of receipt of the request for substitution, the Architect may request additional information or documentation necessary for evaluation of the request. Within 1 weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect will notify the General Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.
- C. Conditions: The General Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an “or equal” clause or similar language in the Contract Documents.

5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost savings, time savings, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the General Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the General Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the General Contractor certifies that the proposed substitution provide the required warranty.
- D. The General Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

1.14 PROJECT CLOSEOUT

- A. Completion:
1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
 2. Inspection Procedures: On receipt of a request for inspection, the Architect and Owner will either proceed with inspection or advise the General Contractor of unfilled requirements. The Architect will prepare following inspection, or advise the General Contractor of construction that must be completed or corrected before the certificate will be issued.
 3. Contractor shall be charged liquidated damages of \$500/day for every day past final completion date specified in Notice to Contractors.
- B. Closeout Procedure:
1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include final waivers of lien, and certificates of insurance for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - c. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Architect.
 - d. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, and similar final record information.

- e. Submit consent of surety to final payment on AIA G707 “Consent of Surety to Final Payment”.
- C. Record Document Submittals:
- 1. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Show the actual installation where the installation varies substantially from the Work as originally shown. Mark drawings to show conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - a. Mark record sets with red non-erasable pencil and notes, details or sketches which are affected.
 - b. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 - c. Note related Change Order numbers where applicable.
 - 2. Miscellaneous Record Submittals: Refer to other Specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
 - 3. Maintenance Manuals: Organize maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.
- D. Final Cleaning: Employ experienced workers for final cleaning. Clean roof surface to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- 1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Wipe surfaces of mechanical equipment.
 - c. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1.15 WARRANTIES AND BONDS

- A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the General Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the General Contractor.
- B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The General Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- E. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. Owner's Right of Refusal: The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Commencement Date of Warranties: Date of Certificate of Substantial Completion designates a commencement date for warranties.
- H. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the General Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Refer to individual Specifications for specific content requirements, and particular requirements for submittal of special warranties.
 - 2. Verify that documents are in proper form, contain full information, and are notarized. Co-execute submittals when required.
 - 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION 010010

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SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
 - 2. Hold pricing for 60 days from date of bid to allow Owner time for project accounting. Alternates not accepted before contract signing may be added by Change Order later.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No.1 – Provide full height awning windows in lieu of the fixed over hopper windows (approximate size – 38” x 70”).
- B. Alternate No. 2 Deduct scope of work associated with Southwest Corner of Building B-1 as indicated on the drawings

END OF SECTION 012300

**AGREEMENT BETWEEN HARRIMAN (ARCHITECT & ENGINEER OF RECORD)
AND OWNER OR CONTRACTOR
FOR RELEASE OF ELECTRONIC DOCUMENTS**

RECIPIENT:

Name: _____ Phone Number: _____

Address: _____

Email Address: _____ Date: _____

Project Name: _____ HA Project No.: _____

- This request to for Harriman to provide the following Electronic Documents (AutoCad file or Revit model), dated _____, for the project use by the Recipient:

(List requested documents clearly) _____

-
- Electronic Documents will be provided in the current software version used by Harriman at the time of the request. Alternate versions may be available at Harriman’s discretion. Current software versions are AutoCAD 2023 and Autodesk Revit 2023.

Alternate Version Requested: _____

- Transfer method shall be by Electronic File Transfer to the email address provided above.
- A fee may be assessed for processing and distributing requested document. Recipient will be notified on any fees prior after receipt of this request document. Fees are payable prior to receiving requested documents.

TERMS AND CONDITIONS:

1. For the purpose of this document, both 2d CAD files and 3d Revit models shall be collectively defined as “Electronic Documents”.
2. It is understood and agreed that all drawings, specifications, or other documents of any kind prepared by Harriman or its subconsultants, whether in hard copy or in electronic format including Electronic Documents (collectively "Harriman’s Documents"), are instruments of their services prepared solely for use in connection with the single project for which they were prepared and that Harriman and its subconsultants retain all common law, statutory and other reserved rights, including the copyright. This agreement is not intended in any way to alter the respective interests of the parties in the Instruments of Service as set forth in the Owner/Architect Agreement, notwithstanding Harriman’s agreement to release the Electronic Documents to Recipient.
3. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient’s performance of its responsibilities and obligations relating to the Project. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications, which are, and remain, the Contract Documents for the Project. In all instances, it is the responsibility of the Recipient to ensure that the Electronic Documents are

consistent with the Contract Documents.

4. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either expressed or implied.
5. Harriman makes no representation as to the compatibility of the Electronic Documents with any hardware or software.
6. Since the information set forth on the Electronic Documents can be modified unintentionally or otherwise, Harriman reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
7. If any differences exist between printed Instruments of Service and Electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the Electronic Documents.
8. Recipient agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, the Electronic Documents or any printed copies thereof.
9. Revit models are Design Models and will only contain elements and content that Harriman deems necessary and appropriate to share. Not all objects in the models are 3d objects and no specific Level of Detail is implied or expected. Consequently, the models cannot be used to extract precise material or object quantities. The Recipient agrees that no proprietary Revit families or Revit content shall be removed from the model and/or used for any other purpose but to support this specific project.
10. The Electronic Documents are supplied in a translatable format. Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of hard copies of Instruments of Service into electronic format or the conversion of Electronic Documents from formats used by Harriman to some other format may introduce errors or other inaccuracies. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Harriman, and its subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
11. Where the Recipient has received specific permission to use the Electronic Documents in connection with the Recipient's obligation to prepare certain documents for Project, Recipient shall, in addition to the other obligations set forth therein, be obligated to remove Harriman's or its Consultant's title block from the copy of the Electronic Documents used by Recipient. It is understood and agreed that, without the separate express written permission of Harriman to do so, the Electronic Documents are not to be used by any contractor or any of its subcontractors of any tier of material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Electronic Documents as a clearly distinguishable separate background upon which to prepare its shop drawings or other submittal.
12. Recipient further agrees that Harriman's Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to Recipient for the limited use stated above only. Recipient agrees not to use, or to allow others to use, the Electronic Documents, in whole or in part, for any purpose other than as stated above.

13. Harriman believes that no licensing or copyright fees are due to others on account of the transfer of the Electronic Documents, but to the extent any are, the Contractor will pay the appropriate fees and hold Harriman harmless from such claims.
14. Any purchase order number provided by the Contractor is for Contractor's accounting purposes only. Purchase order terms and conditions are void and are not a part of this agreement.
15. Harriman has prepared these Electronic Documents for the sole purpose of plotting and printing a hard copy of the design documents. Harriman believes only the hard copy print to be the accurate representation of all drawing information. Hard copy written dimensions override electronic measured dimensions. User must verify computer data against hard copy prints.
16. Electronic Documents are an inherently unstable medium subject to "bugs," deterioration, modifications, and viruses. Electronic Documents are subject to inadvertent changes in the process of moving from one computer to another or by compressing/decompressing the data; or by moving from one software revision to another; or any kind of manipulation of the data will lead to defects.
17. This agreement shall be governed by the laws of the principal place of business of Harriman. Only printed copies of the Instrument of Service shall be signed and sealed.
18. Recipient agrees to waive any and all claims and liability against Harriman and its subconsultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Electronic Format.
19. The Recipient agrees that no third-party beneficiary status or any other right of action is created in favor of any contractor, subcontractor, materialmen or other third party against Harriman by virtue of this Agreement or in connection with its delivery of Electronic Documents, and no third-party beneficiary status is intended.
20. Recipient further agrees to indemnify and save harmless Harriman and its subconsultants and each of their partners, officers, shareholders, and directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees including claims asserted in breach of contract, breach of warranty, negligence, or any other tort) arising as a result of either: 1) Recipient's failure to comply with any of the requirements of Agreement for the Delivery of Documents in Electronic Format; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost, or expense.
21. Harriman reserves the right to deny a request to translate files.

AUTHORIZED ACCEPTANCE

By Recipient

By Harriman (Architect/Engineer of Record)

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.

1.2 MATERIALS OWNERSHIP

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

1.3 PREINSTALLATION MEETINGS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of selective demolition activities with starting and ending dates for each activity.
- D. Predemolition photographs or video.

1.5 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
1. Before selective demolition, Owner will remove the following items:
 - a. Furnishing directly adjacent to the existing steel curtainwall system. Existing window air conditioning units and wall sleeves.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 074213.19 - INSULATED METAL WALL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Laminated-insulation-core metal wall panels to be installed in the existing steel curtainwall framed system.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design panels and connection to existing structure, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.4 PREINSTALLATION MEETINGS

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

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.

1.6 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Warranties: Samples of special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E72:
 - 1. Code: IBC 2021, ASCE 7-16
 - 2. Wind Loads:
 - a. Risk Category: II
 - b. Basic Wind Speed: $V_{ult} = 108$ mph
 - c. Allowable Stress Design Wind Speed: $V_{asd} = 84$ mph
 - d. Designer calculate components and Cladding wind pressures per ASCE 7-16 – Chapter 30..
 - 3. Deflection Limits: For wind loads, no greater than $1/120$ of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 1.57 lbf/sq. ft. (75 Pa).
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 2.86 lbf/sq. ft. (137 Pa).
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 LAMINATED-INSULATION-CORE METAL WALL PANELS

- A. General: Provide factory-formed and -assembled metal wall panels fabricated from two metal facing sheets and core material laminated or otherwise securely bonded to facing sheets during fabrication without use of contact adhesives, and with joints between panels designed to form weathertight seals. Include accessories required for weathertight installation.
 - 1. Basis of Design:
 - a. Mapes Architectural Panels, 2929 Cornhusker Hwy, Lincoln, NE 68504
Phone: 800-228-2391
Fax: 800-737-6756
mapes.com
Panel: - Mapes-R, thicknesses as indicated.
Colors: To be selected from standard colors available. Exterior color -Color 1, Interior color – Color 2.

2.3 MISCELLANEOUS MATERIALS

- A. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
 - 1. Closure Strips: Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- C. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- D. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
 - 2. Joint Sealant: ASTM C920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

2.4 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

- B. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

2.5 FINISHES

- A. Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

3.2 INSULATED METAL WALL PANEL INSTALLATION

- A. General: Apply continuous ribbon of sealant to panel joint on concealed side of insulated metal wall panels as vapor seal; apply sealant to panel joint on exposed side of panels for weather seal.
 - 1. Apply panels and associated items true to line for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
 - 2. Provide metal-backed washers under heads of exposed fasteners on weather side of insulated metal wall panels.
 - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Provide sealant tape at lapped joints of insulated metal wall panels and between panels and protruding equipment, vents, and accessories.
- B. Laminated-Insulation-Core Metal Wall Panels:
 - 1. Framed-Edge Panels: Mechanically attach wall panels through integral, extruded edge members to supports using self-tapping fasteners. Seal joints with manufacturer's standard gaskets.

- C. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- D. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that are permanently watertight.

3.3 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074213.19

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SECTION 079200 - JOINT SEALANTS

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 joint sealants for the following applications, including those specified by reference to this Section:
 - 1. Exterior joints in the following vertical surfaces:
 - a. Perimeter joints between materials windows, and existing building components to remain in place, and between insulated metal panels and existing building components to remain in place.
 - b. Other joints as indicated.
 - 2. Interior joints in the following vertical surfaces:
 - a. Perimeter joints of exterior openings where indicated.
 - b. Other joints as indicated.
 - 3.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. General: Submit in accordance with Division 01 Section "Submittal Procedures."
- B. Product Data: For each joint-sealant product indicated.
 - 1. For sealants and sealant primers used inside the weatherproofing system, including printed statement of VOC content.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint design, including width and depth of joint sealant, and backer rod or bond-breaker size and location.
 - 3. Joint-sealant manufacturer and product name.
 - 4. Joint-sealant formulation.
 - 5. Joint-sealant color.
 - 6. Primer for each substrate type.
 - 7. Solvent wipe cleaner for each substrate type.

- D. Samples for Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.
- C. Field-Adhesion Test Reports: For each sealant test.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in materials, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, shelf/pot life, curing time, and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.
- C. Remove and replace materials, at no cost to Owner, that cannot be applied within their stated shelf life.

1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.9 SEQUENCING AND SCHEDULING

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation to ensure a weathertight installation.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 JOINT SEALANTS

- A. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Type S, Grade NS, Class 25; single component.
 - 1. Sonolastic NP-1; Sonneborn, Division of ChemRex Inc.
 - 2. Dymonic; Tremco.
 - 3. Sikaflex-1a; Sika Corporation, Inc.
 - 4. Dynatrol 1; Pecora Corporation.
 - 5. Vulkem 116; Tremco.
 - 6. Chem-Calk 900; Bostik Findley.
- B. Type 2 - General Purpose Exterior Sealant: Single-component, nonsag, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, for Use NT. Shall be non-staining on precast concrete and brick per ASTM C 1248.
 - 1. Dow Corning Corporation; 795.
 - 2. GE Advanced Materials - Silicones; SilPruf NB SCS9000.
 - 3. Pecora Corporation; 864NST.
 - 4. Tremco Incorporated; Spectrem 3.
- C. Type 3 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Tremflex 834; Tremco.

2. AC-20; Pecora Corporation.
 3. Chem-Calk 600; Bostik Findley.
- D. Acoustical Sealant in Gypsum Board Assemblies: Specified in Division 09 Section "Gypsum Board Assemblies."

2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings (backer rods) of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers (Backer Rods): ASTM C 1330, Type B (bicellular material with a surface skin), preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
1. Bicellular polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
 2. Product: Industrial Thermo Polymers LTD; ITP Soft Type Backer Rod.
- C. Cylindrical Sealant Backings (Backer Rods): ASTM C 1330, Type O (open-cell material) , and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
1. For Silicone Sealant (within painted or metal joint surfaces to promote cure from both sides of joint): Open cell polyurethane foam, where required by the joint sealant manufacturer.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles and dust remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where indicated or recommended in writing by joint-sealant manufacturer, based on field-adhesion testing or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - 1. Precast architectural concrete, masonry and concrete surfaces shall be primed, unless adhesion test is passed without primer.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Installation of Sealant Backings (Backer Rods): Install sealant backings to comply with the following requirements:

1. Install sealant backings of type indicated to provide support of sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of sealant backings.
 - b. Do not stretch, twist, puncture, or tear sealant backings.
 2. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and joint fillers or backs of joints.
- E. Installation of Sealants: Install sealants using proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings and primer are installed.
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 5 tests for the first 500 feet of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation, whichever is more frequent.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
 4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type

of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

- b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
- 5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 - 6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 2; colors as selected.
- B. Concealed Interior Perimeter Joints of Exterior Openings: Type 1 or Type 2.
- C. Exposed Interior Perimeter Joints of Exterior Openings: Type 3; colors as selected.

END OF SECTION 079200

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SECTION 085113 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes exterior aluminum-framed windows with subframe receptors of the following types:
 - 1. Project-in hopper windows.
 - 2. Fixed sash units.
 - 3. Sample window for mockup.
- B. Related Requirements:
 - 1. Division 07.

1.3 REINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to aluminum windows including, but not limited to, the following:
 - 1. Meet with Owner, Architect, window Installer, window manufacturer's representative,.
 - 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for anchorage, flashing, weeping, sealing perimeters, and protecting finishes.
 - 4. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
 - 5. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.
 - 6. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions.
 - 7. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.
 - 8. Provide 7 business days minimum advance notice to participants prior to convening preinstallation conference.

1.4 ACTION SUBMITTALS

- A. General: Submit in accordance with Division 01 Section "Submittals Procedures."
- B. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.
 - 2. Submit insulating glass product and performance data.

- C. Shop Drawings: Include plans and building elevations at 1/4-inch = 1 foot scale; unit elevations at 3/4-inch = 1 foot scale; sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation at full scale; and the following:
 - 1. Flashing and drainage details.
 - 2. Weather-stripping details.
 - 3. Thermal-break details.
 - 4. Glazing details.
- D. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Product Test Reports: For each type of aluminum window, for tests performed within the last four years by a qualified testing agency. Test results based on use of downsized test units will not be accepted.
- C. Maintenance Data: For operable window sash, operating hardware, weather stripping and finishes to include in maintenance manuals.
- D. Sample Warranties: For manufacturer's warranties.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports, and calculations.
- B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
 - 1. Installer, including shop foreman in charge of receptor assembly shall be factory trained for the receptor system and installation of windows into the receptor system.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify aluminum window openings by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Coordinate rough opening requirements.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glass and glazing to prevent chipping, cracking and other similar damage.
- B. Protect finished surfaces to prevent damage.
- C. Store windows in upright position, off ground.
- D. Protect window units from lime, mortar, runoff from concrete and copper, weld splatter, acids, solvents, abrasive cleaners, and other items that could damage the window units.

1.9 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of materials and finishes beyond normal weathering.
 - e. Failure of insulating glass.
 - 2. Warranty Period:
 - a. Window: Ten years from date of Substantial Completion.
 - b. Glazing Units: 10 years from date of Substantial Completion.
 - c. Exterior Aluminum Finish: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Basis of Design:
 - 1. Peerless Products, Inc. ENERGSAVE Architectural Windows. (Basis-of-Design): Local Representative: Dennis Speer; cell: (620) 521-1270. Provide the following products:
 - a. Project-In Thermal Hopper Units: G200 Series.
 - b. Fixed Units: G200 Series.

2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. Project Structural Loads: Provide windows and mulled window units capable of withstanding the effects of the following loads:
 - 1. Wind Loads:
 - a. Basic Wind Speed: 120 mph (3 second Gusts).
 - b. Exposure Category: B.
 - 2. Wind Design Pressures for Wall Components:
 - a. Zone 4 - At Field-of-Wall: Positive 23.4 psf and negative 25.6 psf.
 - b. Zone 5 - At Corner (Within 11 Feet in Each Direction of Corner): Positive 23.4 psf and negative 29.4 psf.
- B. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: AMMA certified with label attached to each window.
- C. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class and Grade for Fixed/Project-Out Awning Combination Units: Project-In Thermal Hopper AW 80.
 - 2. Minimum Performance Class and Grade for Fixed/Fixed Combination Units: AW 80.
- D. Thermal Transmittance: NFRC 100 maximum whole-window U-factor as follows:
 - 1. Fixed/Project-In Hopper Combination Units: 0.337 Btu/sq. ft. x h x deg F.

2. Fixed/Fixed Combination Units: 0.315 Btu/sq. ft. x h x deg F.
- E. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a minimum frame CRF of 70 and a minimum glass CRF of 67.
 - F. Air Infiltration: Maximum rate not more than indicated when tested according to AAMA/WDMA 101/I.S.2/A440, Air Infiltration Test.
 1. Fixed/Project-In Hopper Combination Units: Shall not exceed 0.1 cfm/sq. ft of sash crack per ASTM E 283 at a differential static pressure of 6.24 psf.
 2. Fixed/Fixed Combination Units : Shall not exceed 0.1 cfm/sq. ft of sash crack per ASTM E 283 at a differential static pressure of 6.24 psf.
 - G. Water Resistance: No water leakage as defined in AAMA/WDMA referenced test methods at a water test pressure equaling that indicated, when tested according to AAMA/WDMA 101/I.S.2/A440, Water Resistance Test.
 1. Test Pressure for Units: At test pressure of 15 lbf/sq. ft. per ASTM E 331.
 - H. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change: 120 deg F, ambient; 180 deg F material surfaces.

2.3 ALUMINUM WINDOWS

- A. Operating Types: Provide the following operating types in locations indicated on Drawings:
 1. Project-In Thermal Hopper units.
 2. Fixed frame window units.
- B. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S/A440.
 1. Frame: Double tubular head, sill, and jambs miter cut and fastened with two zamac corner gussets per corner; double tubular integral mullion, if required, fastened with two zamac gussets per frame member without penetrating the frame member with fasteners; corners sealed by the window manufacturer with sealant conforming to AAMA 800-10.
 2. Vents: Double tubular horizontal and vertical vent rails and stiles miter cut and fastened with two zamac corner gussets per corner; corners sealed by window manufacturer with sealant conforming to AAMA 800-10.
 3. Weep Covers: Painted to match window.
 4. Thermally Improved Construction: Thermal break separating the exterior and interior aluminum extrusions shall be a mechanical crimp-in-place system utilizing multi-directional glass fiber reinforced polyamide nylon struts with locking mechanical connections to the aluminum extrusions. The thermal break shall not be compromised by hardware or metal fasteners.
 5. Frame Depth: Not less than 3-1/4 inches.
- C. Insulating-Glass Units: ASTM E 2190, certified through IGCC as complying with requirements of IGCC.
 1. Overall Unit Thickness: 1 inch.

2. Glass: ASTM C 1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - b. Kind: Fully tempered (T) where indicated on Drawings and where required by Code.
 3. Spacer: Thermal separator.
 4. Lites: Two.
 5. Filling: Fill space between glass lites with argon.
 6. Low-E Coating: Sputtered on second surface.
 7. Product: Cardinal LoE³-366 or equal complying with the following:
 - a. Performance:
 - 1) Visible Light Transmittance: 65%.
 - 2) Solar Heat Gain Coefficient: 0.27.
 - 3) U-Value: 0.24.
- D. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- E. Hardware: Provide hardware fabricated from aluminum, stainless steel, and zamak complying, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: Match window color.
 2. Project-In Hopper Window Hardware:
 - a. Operators: One single-action OS (in-swing) operator handle with multiple point locks per vent, painted to match the finish of the window. Sash opening limit 4 inches.
 - 1) Giesse OS Operator, no substitution.
 - a) Main Body Guide and Internal bolt: Clear anodized extruded aluminum.
 - b) Adjustable Pawl, Cover and Frame Striker: Zamak.
 - c) Pinion, Rack Drive and Mounting Screws: 304 AISI stainless steel.
- F. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- G. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
1. Exposed Fasteners: Do not use exposed fasteners to the greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

- A. Full Perimeter Subframe (Receptor System):
1. Head and Jamb Receptor: Provide a two-piece, thermal broken, factory assembled extruded aluminum subframe with continuous nailing fins, and with a minimum nominal wall thickness of 0.062 inch for head and jambs. Corners shall be factory mitered and sealed. Provide one row of TPE gasket in extruded grooves of each subframe piece to ensure no metal contact between window unit and subframe. Subframe sill shall have integral fin manufactured as a part of the subframe. Angles mechanically attached to subframe extrusion are not acceptable, and will be reason for rejection. Subframe

receptor system shall be shop assembled by the window subcontractor, with permanent watertight corner joint assembly..

- B. Mullion and Cover Plates: Thermally broken with polyamide strip, extruded aluminum mullions and cover plates, minimum nominal wall thickness of 0.062-inch, complete with anchors for support to structure and installation of window units. Finish shall match window finish.

2.5 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
 - 1. Type and Location: Full, outside for project-in sashes.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
 - 1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
 - 2. Finish: To match window frame.
- C. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch- diameter, coated aluminum wire.
 - 1. Wire-Fabric Finish: Charcoal gray.

2.6 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Thermally Improved Construction: Fabricate aluminum windows with an integral, concealed, low-conductance thermal barrier; located between exterior materials and window members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.
 - 1. Provide thermal-break construction that has been in use for not less than three years and has been tested to demonstrate resistance to thermal conductance and condensation and to show adequate strength and security of glass retention.
- C. Fixed Window Units: Provide fixed sash in frame to match operable units.
- D. Glaze aluminum windows in the factory. Units shall be reglazable without dismantling sash or ventilator framing. Provide glazing stops to match sash and ventilator frames.
- E. Weather strip each operable sash to provide weathertight installation.
- F. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- G. Reinforcing Members: Aluminum or nonmagnetic stainless steel complying with ASTM B 456 for Type SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated. Reinforce mullied units as required to meet IBC 2015 code requirements for wind loads.

- H. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.8 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Superior Performance Organic Powder Coat Finish,
 - 1. Exterior - Single-Coat FEVE: Fluoropolymer powder coat finish containing 70 percent fluoropolymer, complying with AAMA 2605.
 - 2. Interior - Single-Coat: powder coat finish, complying with AAMA 2604.
 - 3. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 4. Dry Film Thickness: Eighty percent of measurements on primary exposed surfaces shall exceed 1.9 mils with a standard thickness range of 1.9 to 3.14 mils, except inside corners and channels.
 - 5. Color and Gloss:
 - a. Exterior: Clear Metallic (Anodized) PD-99.
 - b. Interior: Clear Metallic (Anodized) PD-98.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
 - 1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
 - 2. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.

- C. Examine wall flashings, and other built-in components to ensure weathertight window installation.
- D. Coordinate window installation with wall flashings, and other built-in components.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install window receptors level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
 - 1. Maintain alignment with adjacent work.
 - 2. Secure assembly to framed openings without distortion. Provide 1/8-inch thick plastic shims behind bottom at sill to permit draining at base of window. Space shims 3 feet on center maximum.
 - 3. Center window in opening, providing shim space at sill interior to provide space for install of backer rod and sealant between receptor and rough opening. Hold back shim from interior face of frame approximately 3/4-inch to permit installation of backer rod and sealant.
 - 4. Leave adequate clearance for backer rod and sealant around entire perimeter between jambs and rough opening.
 - 5. Shim and block as required; check width at center to avoid "hourglass" or bowed out installation.
 - 6. Seal around entire interior perimeter of receptor with backer rod and sealant, providing continuous perimeter seal between back side of receptor frame and the existing steel opening.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
 - 1. Apply interior sealant at jambs and sills of window units set in receptor system per manufacturer's requirements to maintain window system water and air infiltration resistance requirements.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- E. Install weatherseal sealant according to installation requirements in Division 07 Section "Joint Sealants" and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer. Color of sealant to match aluminum finish. Provide backer rod and sealants around entire window perimeter on interior sides and exterior sides between frame and exterior finishes.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

- B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
 - 1. Keep protective films and coverings in place until final cleaning, if permitted by window manufacturer.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect window surfaces from contact with contaminating substances resulting from construction operations.

END OF SECTION 085113

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