

Project Manual For:

**Boothbay and Boothbay Harbor CSD
Boothbay Region Elementary School**
Boothbay Harbor, Maine

SPRINKLER BID PACKAGE

12 December 2024

LAVALLEE | BRENSINGER ARCHITECTS

Boston | Manchester | Portland
www.LBPA.com

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SECTION 00 01 03
PROJECT DIRECTORY

OWNER

Boothbay and Boothbay Harbor Consolidated School District

51 Emery Lane Boothbay Harbor, ME 04538

Telephone: 207-633-9870 Email: dbenner@aos98schools.org

Contact: Dave Benner, Director of Facilities

ARCHITECT

Lavallee Brensinger Architects (LBA)

305 Commercial Street, Portland, Maine 04101

Telephone: 207-558-7200 Email: Lance.Whitehead@LBPA.com

Contact: Lance Whitehead

FIRE PROTECTION ENGINEERS

Allied Engineering / Salas O'Brien

160 Veranda Street, Portland, Maine 04103

Telephone: 207-221-2260 Email: ian.macdonald@salasobrien.com

Contact: Ian Macdonald

END OF SECTION

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00 11 13
Notice to Contractors

Boothbay Region Elementary School Sprinkler Project

Replacement of the existing Fire Protection System at the Boothbay Region Elementary School

The contract shall designate the Substantial Completion Date on or before *21 August 2025*, and the Contract Final Completion Date on or before *28 August 2025*.

1. Submit bids on a completed Contractor Bid Form (section 00 41 13), provided in the Bid Documents, include bid security when required, and scan each item as an attachment to an email addressed to: Dave Benner at dbenner@aos98schools.org , so as to be received no later than **2:00:00 p.m. on 03 January 2025**

Bid submissions will be opened and read aloud at the time and date noted above at the School District, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to dbenner@aos98schools.org.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. In certain circumstances, the Bureau of General Services may require the Bidder to surrender a valid paper copy of the bid form or the bid security document. 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: Dave Benner, dbenner@aos98schools.org, 207-633-9870, 51 Emery Lane Boothbay Harbor, ME 04538
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 *19 December 2024*.

Lavallee Brensinger Architects
Lance Whitehead
Lance.Whitehead@lbpa.com

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.

00 11 13
Notice to Contractors

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.
- or*
- ☒ Pre-qualified General Contractors are not utilized on this project.
8. ☐ An on-site pre-bid conference (☐ *mandatory* or ☐ *optional*) will not 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.
- or*
- ☒ An on-site pre-bid conference will not be conducted for this project.
Tours of the existing building may be requested and scheduled with Dave Benner. See project Directory for contact information. The client reserves the right to schedule tours only when they deem it appropriate so as to not interfere with ongoing School activities.
9. Bid Documents - full sets only - will be available on or about *12 December 2024* and may be obtained via PDF from:
Xpress Copy
17 Westfield Street
Portland, ME 04102
207 775-2444 Orders@Xcopy.com
10. Bid Documents may be examined at:
- | | |
|---|--|
| <i>AGC Maine</i> <i>188 Whitten Road, Augusta, ME 04330</i> <i>207-622-4741</i> | <i>Construction Summary</i> <i>734 Chestnut Street, Manchester, NH 03104</i> <i>603-627-8856</i> |
|---|--|

00 21 13
Instructions to Bidders

1. Bidder Requirements

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

00 21 13
Instructions to Bidders

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

00 21 13
Instructions to Bidders

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

00 41 13
Contractor Bid Form

Boothbay Region Elementary School Sprinkler Project

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

Bid Administrator:

Dave Benner

dbenner@aos98schools.org

Boothbay and Boothbay Harbor Consolidated School District

51 Emery Lane Boothbay Harbor, ME 04538

Telephone: 207-633-9870

Bidder:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

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

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

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the Boothbay Region Elementary School Sprinkler Project Project Manual dated 12 December 2024, prepared by Lavallee Brensinger Architects, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

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

\$ 0.00

3. Alternate Bids *are 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 *Fire Pump* \$ _____ .00

2 *not used* \$ _____ .00

3 *inot used* \$ _____ .00

4 *not used* \$ _____ .00

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

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

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

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

00 43 13
Contractor Bid Bond

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the 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 | <u>\$0.00</u> |
| <u>Alternate Bid number and name or "no Alternates"</u> | <u>\$0.00</u> |
| <u>Alternate Bid number and name or "no Alternates"</u> | <u>\$0.00</u> |
| <u>Alternate Bid number and name or "no Alternates"</u> | <u>\$0.00</u> |
| <u>Alternate Bid number and name or "no Alternates"</u> | <u>\$0.00</u> |
| <u>Alternate Bid number and name or "no Alternates"</u> | <u>\$0.00</u> |
| Total Contract Amount | <u>\$0.00</u> |

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**name of contracting entity*
*address**telephone*
email address

Signature *Date*
*name and title**name of contractor company*
*address**telephone*
email address
*Vendor Number**Indicate the names of the review and approval individuals appropriate to the approval authority.***select proper approval authority****Reviewed by:****Approved by:**

Signature *Date*
*insert name**Project Manager/ Contract Administrator*

Signature *Date*
*Robert Gurney, P.E.**Chief Engineer, Bureau of General Services*

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

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

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

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

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

00 61 13.13
Contractor Performance Bond

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

00 61 13.16
Contractor Payment Bond

Bond No.: insert bond number

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

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

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

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

00 61 13.16
Contractor Payment Bond

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

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Definitions

1. Definitions

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

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Definitions

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

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Definitions

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

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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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Definitions

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

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

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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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General Conditions

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General Conditions

1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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General Conditions

6. Taxes

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

7. Labor and Wages

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

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

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

8. Indemnification

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

9. Insurance Requirements

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

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

- 9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

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

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

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

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

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

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

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

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

10. Contract Bonds

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

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

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

11. Patents and Royalties

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

12. Surveys, Layout of Work

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

13. Record of Documents

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

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14. Allowances

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

15. Shop Drawings

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

16. Samples

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

17. Substitutions

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

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

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

18. Assignment of Contract

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

19. Separate Contracts

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

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20. Subcontracts

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

21. Contractor-Subcontractor Relationship

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

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- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.

22. Supervision of the Work

- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.

23. Observation of the Work

- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

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

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- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

26. Safety and Security of the Premises

- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

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

27. Changes in the Work

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

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includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.

- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.

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

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

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

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

31. Delays and Extension of Time

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

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

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

32. Payments to the Contractor

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

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

33. Payments Withheld

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

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

34. Liens

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

35. Workmanship

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

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

00 72 13
General Conditions

37. Date of Completion and Liquidated Damages

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

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

38. Dispute Resolution

38.1 Mediation

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

00 72 13
General Conditions

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

38.2 Arbitration

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

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

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

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

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

Wage Determination Schedule

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

2024 Fair Minimum Wage Rates -- Building 2 Cumberland County (other than 1 or 2 family homes)

| Occupational Title | Minimum Wage | Minimum Benefit | Total |
|--|--------------|-----------------|----------|
| Brickmasons And Blockmasons | \$34.00 | \$4.49 | \$38.49 |
| Bulldozer Operator | \$31.50 | \$7.53 | \$39.03 |
| Carpenter | \$28.23 | \$19.37 | \$47.60 |
| Cement Masons And Concrete Finisher | \$23.00 | \$2.82 | \$25.82 |
| Commercial Divers | \$30.00 | \$4.62 | \$34.62 |
| Construction And Maintenance Painters | \$31.11 | \$4.74 | \$35.85 |
| Construction Laborer | \$24.33 | \$2.66 | \$26.99 |
| Crane And Tower Operators | \$40.00 | \$10.86 | \$50.86 |
| Crushing Grinding And Polishing Machine Operators | \$23.00 | \$4.94 | \$27.94 |
| Drywall And Ceiling Tile Installers | \$28.23 | \$19.37 | \$47.60 |
| Earth Drillers - Except Oil And Gas | \$22.31 | \$6.19 | \$28.50 |
| Electrical Power - Line Installer And Repairers | \$38.93 | \$8.91 | \$47.84 |
| Electricians | \$38.51 | \$6.97 | \$45.48 |
| Elevator Installers And Repairers | \$68.38 | \$45.29 | \$113.67 |
| Excavating And Loading Machine And Dragline Operators | \$26.00 | \$7.18 | \$33.18 |
| Excavator Operator | \$31.38 | \$5.91 | \$37.29 |
| Fence Erectors | \$26.75 | \$4.05 | \$30.80 |
| Flaggers | \$20.00 | \$0.38 | \$20.38 |
| Floor Layers - Except Carpet/Wood/Hard Tiles | \$27.25 | \$6.59 | \$33.84 |
| Glaziers | \$33.78 | \$16.35 | \$50.13 |
| Grader/Scraper Operator | \$23.00 | \$1.99 | \$24.99 |
| Hazardous Materials Removal Workers | \$21.50 | \$1.99 | \$23.49 |
| Heating And Air Conditioning And Refrigeration Mechanics And Installers | \$33.10 | \$5.86 | \$38.96 |
| Heavy And Tractor - Trailer Truck Drivers | \$23.38 | \$2.11 | \$25.49 |
| Highway Maintenance Workers | \$20.00 | \$0.00 | \$20.00 |
| Industrial Machinery Mechanics | \$31.25 | \$1.01 | \$32.26 |
| Industrial Truck And Tractor Operators | \$29.25 | \$4.06 | \$33.31 |
| Insulation Worker - Mechanical | \$23.00 | \$3.59 | \$26.59 |
| Ironworker - Ornamental | \$30.83 | \$24.97 | \$55.80 |
| Light Truck Or Delivery Services Drivers | \$23.34 | \$1.67 | \$25.01 |
| Millwrights | \$33.75 | \$8.78 | \$42.53 |
| Mobile Heavy Equipment Mechanics - Except Engines | \$27.75 | \$4.89 | \$32.64 |
| Operating Engineers And Other Equipment Operators | \$24.00 | \$2.38 | \$26.38 |
| Paver Operator | \$27.03 | \$6.49 | \$33.52 |
| Pile-Driver Operators | \$32.75 | \$1.95 | \$34.70 |
| Pipelayers | \$28.50 | \$4.89 | \$33.39 |
| Plumbers Pipe Fitters And Steamfitters | \$29.50 | \$5.56 | \$35.06 |
| Pump Operators - Except Wellhead Pumps | \$31.49 | \$32.08 | \$63.57 |
| Radio Cellular And Tower Equipment Installers | \$26.00 | \$3.77 | \$29.77 |
| Reclaimer Operator | \$27.03 | \$7.68 | \$34.71 |
| Reinforcing Iron And Rebar Workers | \$30.83 | \$24.97 | \$55.80 |
| Riggers | \$29.25 | \$7.79 | \$37.04 |
| Roofers | \$24.00 | \$2.97 | \$26.97 |
| Screed/Wheelman | \$29.25 | \$4.94 | \$34.19 |
| Sheet Metal Workers | \$25.00 | \$4.71 | \$29.71 |
| Structural Iron And Steel Workers | \$30.83 | \$24.97 | \$55.80 |
| Tapers | \$32.63 | \$0.00 | \$32.63 |
| Telecommunications Equipment Installers And Repairers - Except Line Installers | \$28.23 | \$19.37 | \$47.60 |
| Telecommunications Line Installers And Repairers | \$36.29 | \$21.31 | \$57.60 |
| Tile And Marble Setters | \$27.75 | \$6.73 | \$34.48 |

To be Updated January 2025

To be Updated January 2025

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

End of Section 00 73 46

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

Expiration Date: 12-31-2024

Revision Date: 3-1-2024

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The General Conditions, Supplementary General Requirements and Special Conditions of this Contract shall apply to each and every contract and contractor or other person or persons supplying labor, material, equipment and/or services entering into this Project and/or on the premises directly or indirectly.
- B. Work Included in This Contract:
 - 1. Providing all labor, materials, equipment, and services, etc., as required to properly complete all Site Work identified in, implied by or otherwise required by the Contract Documents.
 - 2. All excavation and backfill requirements, for the entire building project (except those under contract with Shaw Bros Construction through previous Site Bid) is included in this Contract; including inside the proposed new school building footprint.
 - 3. The Contractor shall review and become familiar with the scope of the Site Contractor for coordination purposes. See Civil drawings and Specifications titled "Conformance Set Issued for Construction" dated August 1, 2024.
The Contractor shall coordinate with the Site Contractor to enable the Site Contractor to perform the work depicted within their scope of work, within the sequence depicted on the Site Phasing Plan.
Should any duplicate scope of work or responsibility appear in the Site Contractor's documents as well as the Contractor's documents, the Contractor shall assume that the scope is included within the Contractor's responsibility (and therefore bid value).
- C. Work Excluded from This Contract:
 - 1. Providing equipment noted as "Not in Contract" (N.I.C.) or "By Owner," (B.O.) or "By Third Party Vendor" " The Contractor shall, however, provide services and coordination related to items not in the Contract as otherwise required or implied by the Contract Documents.
- D. The Architect and their consulting engineer's scope of services and responsibilities excludes work related to asbestos, petroleum and petroleum by products, polychlorinated biphenyl and other toxic or hazardous substances. Therefore, the Architect shall have no responsibility for any consequences resulting from the investigation, discovery, detection, identification, presence, leakage, discharge, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre-existing or otherwise deposited in any form at the project, indoors or outdoors, at any time before, during or after construction, including but not limited to PFAS, volatile organic compounds, petroleum products, bacteria, molds, fungus, asbestos or asbestos products, lead, radon, electro-magnetic frequency radiation or other radiation.

1.02 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- A. The scope of the work includes the replacement and extension of the sprinkler system as described in 21 10 00. The Contractor shall familiarize themselves with the existing building to evaluate any work associated with access to and installation of the sprinkler systems and include the cost of the work within their scope. All finishes (ceilings, walls, etc) and utilities that are removed to allow access shall be replaced in kind.

Drawings of Existing conditions are diagrammatic in nature, intended to describe the existing building based on the available information. It is the Contractor's responsibility to field verify all existing construction and conditions.
- B. Regulations: The Contractor shall fully comply with all governing Local, State and Federal Laws, Codes, Rules, Regulations and Ordinances, including but not limited to The Americans

with Disabilities Act, Equal Employment Opportunity and Affirmative Action provisions, and Occupational Safety and Health Administration provisions.

1. **NOTE:**

Per EPA regulations, beginning April 2010, contractors performing renovation, repair, and painting in residential, childcare and school projects that disturb lead paint (assumed to be any building construction prior to 1978) shall be certified and shall follow specific work practices that include notification of occupants and sealing off the work area. The rule does not apply to minor maintenance or repair activities where less than six square feet of lead-based paint is disturbed in a room or where less than 20 square feet of lead-based paint is disturbed on the exterior.

2. The Contractor shall be responsible for compliance with all applicable Local, State, and Federal environmental regulations, including but not limited to the National Emission Standard for Hazardous Air Pollutants, as enforced by the United States Environmental Protection Agency. It shall be the Contractor's responsibility to provide all inspections and notifications related thereto

C. Permits: The Contractor shall obtain and pay for all Building permits and arrange for necessary inspections and approvals from the authorities having jurisdiction. Should any changes be necessary in the Contract Documents to secure such approvals, the Contractor shall promptly notify the Owner.

1. For the Owner's records, submit copies of permits, licenses, inspection reports, certifications, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing on the Work.

D. Coordination: The Contractor shall be fully responsible for coordinating all construction activities to assure efficient and orderly installation of each part of the Work. In general coordination duties shall include, but not be limited to verifying dimensions and existing field conditions, coordinating construction operations, establishing on-site lines of authority and communication, monitoring schedules and progress, monitoring quality, maintaining records and reports and in general assuring the proper administration of the Work.

1. Since the Construction Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Construction Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe and document any conditions at the site affecting it. Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Construction Documents with each other and with the information furnished by the Owner and shall at once report to the Owner any error, inconsistency or omission the Contractor may discover. If the Contractor proceeds with the Work without such notice to the Owner, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Construction Documents the Contractor should have discovered such, the Contractor shall bear all costs arising therefrom.

2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

3. Where installation of a component or system involves installation of component parts by multiple subcontractors, the Contractor shall inventory, store, and distribute parts to appropriate installers.

4. Where structural, electrical, or mechanical components such as columns, ductwork, sprinkler piping, or raceways are installed in finished spaces, the intent is for room finish to enclose such components unless indicated otherwise. Coordinate between the trades and with the Owner.

5. Where inspections or approval of a substrate or component to be concealed by another is required, coordinate construction activities and notification of Owner or inspecting party. Do not conceal substrate or component until it has been inspected and is satisfactory.

6. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 7. Make adequate provision to accommodate items scheduled for later installation.
 8. Coordinate completion and clean-up of Work in preparation of Substantial Completion.
 9. After Owner occupancy, coordinate access to site for correction of defective or incomplete Work to minimize disruptions to Owner's activities.
- E. Supervision – Construction Superintendent: The Contractor shall place and maintain a competent, construction Superintendent/Foreman with at least 10 years of experience in charge of the Work on the job site at all times while work is in progress, including overtime operations by the Contractor's forces or by subcontractors. No changes in this position shall be made without the Owner's prior approval. The Owner shall have the right to review the qualifications of the proposed Superintendent/Foreman and ask for a replacement if in his opinion the person does not meet the qualifications that the project will demand. The same superintendent who was in charge during the general progress of the Work shall oversee the completion of all punch list items.
1. The Contractor shall be responsible for the strict enforcement of the following requirements:
 - a. All persons working on the Project site shall be required to conduct themselves in a courteous and professional manner. The use of profane language shall be strictly prohibited.
 - b. Smoking, alcoholic beverages, vaping, and impairment supplements shall be strictly prohibited on the Project site, or within sight of the Project site.
 - c. The use of radios, entertainment media, etc. shall be strictly prohibited.
 - d. Contact with Owner's personnel and visitors shall be prohibited. The Contractor's site supervisor shall be the only individual to contact the Owner's designated school official (Owners Representative or Clerk of the Works). The Contractor's site supervisor shall communicate with school officials to the extent necessary for the safe and proper execution of the Work only; and not for requests to make changes, approve costs, or discuss alternative installations.
 - e. Contractor's forces shall not trespass on neighboring property or interact with neighbors.
 - f. All construction personnel shall be issued identification badges or hard hat stickers indicating the company they work for, by the Contractor, which shall be conspicuously displayed at all times while on the construction site.
- F. On-Site Documents: The Contractor shall provide in a visible and accessible location in the on-site office:
1. Complete, currently updated set of Specifications and Drawings, Change Orders, reviewed Shop Drawings, and other reviewed documents and samples to be incorporated into the Work.
 2. Permits and notifications required by laws and regulations.
 3. Standards, manuals, installation instructions, or reports required by individual Specification sections.
 4. Product MSDS Sheets.
 5. List of Owner, Owner's Representative, Contractor's project manager, superintendent, assistant superintendent, subcontractors, building inspector, police, ambulance and fire departments; include telephone numbers and other relevant contact information.
- G. Accommodation and Cooperation with the Owner: The Contractor shall cooperate with the Owner to the greatest extent possible. Disruptions and inconveniences to the activities of neighboring and existing facilities to remain in operation during construction shall be minimized, and shall be subject to the prior approval of the Owner. The Contractor's cooperative efforts shall include, but shall not necessarily be limited to:
1. Maintaining fire access and all other safety standards acceptable to governing authorities.

2. Protecting existing-to-remain structures, landscaping, site utilities, site improvements and features, and all other improvements within and about the project area. See Division 2 for more information.
 3. Storing on-site materials at locations acceptable to the Owner and governing authorities.
 4. Controlling construction staging, parking, and traffic and limiting it to areas acceptable to the Owner and governing authorities.
 6. Providing access for and cooperating with other contractors to be employed by the Owner.
 7. Accommodating neighboring occupants and other ongoing activities within and about the Project. Such accommodations shall include, but shall not necessarily be limited to:
 - a. Maintaining safe site travel and egress acceptable to governing authorities.
 - b. Maintaining adequate infrastructure connections to the existing buildings on and around the site.
 - c. Maintaining neighboring water for domestic, heating, and fire suppression systems.
 - d. Maintaining electrical power, and other low voltage systems; such as, television, telephone services, internet, and all other existing services and systems.
 - e. Providing proper dirt, dust, fume, vapor, and noise control. NOTE: The Contractor shall take special precautions to prevent the introduction of construction related dust, fumes, vapors, etc. from entering existing fresh air intakes, doors, windows, etc....of neighboring building and structures.
 - f. Providing a secured site with security measures in all areas under the Contractor's control through the completion of the work.
 - g. Schedule the work within the Town noise ordinance at all times and in a manner acceptable to the Owner. Minimize, and avoid, disruptive activities for any utility connection requirements and shut-downs that affect neighbors.
- H. Safety: The Contractor shall assume full responsibility for all means, methods, procedures, sequences and techniques of site construction activities employed and shall take all measures required to ensure the safety of construction workers and the safety of the general public. The Contractor shall take into full consideration and confirm that all necessary barricades, fencing, and shoring are provided and that they comply with applicable regulations and standards of good practice. The public shall be guarded from all construction hazards and attractive nuisances. The construction site is nearby major public thoroughfares. Therefore, site safety is of the utmost importance. The Contractor shall pay all costs necessary for temporary partitioning, barricading, fencing, shoring, walks, ramps, enclosures, flashing lights, warning signs, security and safety devices required for the maintenance of a clean and safe construction site.
1. MSDS Sheets: The Contractor shall furnish copies of Material Safety Data Sheets to the Owner for all materials classified as hazardous or poisonous. MSDS for all materials shall be maintained with the Contractor in a file on-site.
- I. Environmental Regulations: The Contractor shall comply with all applicable environmental laws and regulations. Particular attention shall be paid to proper dust, fume, noise, erosion control, and vapor control throughout the site.
- J Hazardous Substances: The Owner will retain a HAZMAT consultant to address the investigation, discovery, detection, identification, presence, leakage, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, including but not limited to asbestos or asbestos products, lead, radon, or other materials. Should any such substances be encountered, the Owner shall be promptly notified, in writing.
- K. Layout and Field Engineering: The Contractor shall be responsible for all layout of all Work, even if such layout is done by sub-contractors.
- L. Vandalism: The Contractor shall take all reasonable precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained damage and disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access.

- M. Existing Materials and Equipment: See Section 01 60 00 - Product Requirements.
- N. Shipping and Storage of Materials: See Section 01 60 00 - Product Requirements.
- O. Owner Furnished Equipment: See Section 01 60 00 - Product Requirements.
- P. Guarantee: The Contractor shall guarantee the entire Work to be free from defective or improper work or materials, and shall make good any damage due to such work or site-related materials for a term of **One Year** from the date of the satisfactory completion and acceptance of the final phase of the Work. See Section 01 78 10 - Warranties.
- Q. The Contractor and all subcontractors shall refer to all of the Contract Documents, including those not specifically showing the Work of their specialized trades, and shall perform all work reasonably inferable from them as being necessary to produce the intended results.
 - 1. The Contractor shall give the Owner timely notice of any additional drawings, specifications or instructions required to define the Work in greater detail or to permit the proper progress of the Work. Any design errors or omissions noted by the Contractor during his view of documents shall be promptly reported to the Owner.

The Contractor shall not proceed with any work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings, Specifications, or Instructions from the Owner. If the Contractor proceeds with such work without obtaining further drawings or instructions, he shall assume full responsibility for the results thereof, and if such work is discovered to be incorrect he shall correct it at his own expense.
 - 2. Should the Contract Documents disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials, unless specifically otherwise directed by written Addendum to the Contract.
 - 3. The Contractor shall be responsible for determining that materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Owner, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

1.03 MEASUREMENT AND PAYMENT

- A. Schedule of Values: Submit a preliminary sample of the Schedule of Values for review and comment regarding format and content to the Owner at the earliest feasible date, but in no case later than fourteen (14) days prior to submittal of the first Application for Payment. The Schedule of Values shall clearly identify the cost of the Work by trade and construction activities.
 - 1. The format and general content of such schedule shall be acceptable to the Owner . See the General Condition Requirements.
 - a. Round amount off to the nearest whole dollar; the total shall equal the Contract Sum.
 - b. No later than seven (7) days prior to submittal of the first Application for Payment, the Contractor shall submit to the Owner, the fully completed Schedule of Values; in a form acceptable to the Owner.
- B. Payment Requisition: The Contractor shall submit to the Owner three original copies of "Application for Payment", on on AIA Document G702 and G703, or a form acceptable to the State, including an itemized statement showing the original Contract Amount, the value of the Work to date, the amount previously approved, the amount presently requested and the balance remaining. Each copy shall be fully executed and properly signed and sealed.
 - 1. Application for Payment entries shall match the Schedule of Values. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

2. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner's Consultants and paid for by the Owner.
3. Progress payment dates shall be as established elsewhere in the Agreement. The Contractor shall submit a draft of the Application for Payment to the Owner no less than seven (7) days in advance of the due date to allow for preliminary review and adjustments.
4. The Contractor shall clearly differentiate between items stored on-site and items stored off-site. For off-site stored materials, provide invoices, list of materials, insurance certificate, right of entry, transfer of title, and other documents as may be required by the Owner. The Owner is under no obligation to pay for materials stored off site.
5. Provide any other documents as may be required by the Owner to verify work completed and payment invoiced.
6. Each Application for Payment shall be accompanied by a transmittal listing all attachments.
7. Initial Application for Payment: The following administrative actions and submittals shall precede or coincide with the submittal of the first Application for Payment:
 - a. List of subcontractors, principal suppliers, and fabricators.
 - b. Schedule of Values broken down into sums no greater than five One Thousand Dollars (\$100,000.00)
 - c. No line item in the schedule of values shall be "miscellaneous", as all items shall be clearly identified for billing against a percentage complete.
 - d. Contractor's CPM Site Construction Schedule.
 - e. Contractor's Submittal Schedule derived from the CPM Schedule.
 - f. List of Contractor's staff assignments.
 - g. Copies of any permits, authorizations, and licenses from governing authorities.
 - h. Certificates of insurance.
 - i. Data needed to acquire Owner's insurance (if any).
 - j. Initial Progress Report.
 - k. Performance and Payment Bonds.
8. Application for Payment at Substantial Completion: Submit an Application for Payment following issuance of the Certificate of Substantial Completion. The application shall reflect requirements of the General Conditions of the Contract. The following administrative actions and submittals shall precede or coincide with the submittal of this Application for Payment:
 - a. Occupancy permits, as applicable.
 - b. Warranties and maintenance agreements.
 - c. Testing / adjusting / balancing reports.
 - d. Maintenance instructions.
 - e. Start-up performance reports.
 - f. Change-over information related to Owner's occupancy, use operation and maintenance.
 - g. Final cleaning.
 - h. Application for reduction of retainage, and consent of surety.
 - j. Advice on shifting insurance coverage.
 - j. List of incomplete Work, recognized as exception to the Owner's Certificate of Substantial Completion, if any.
9. Final Application for Payment: This application shall reflect any Certificates of Substantial Completion issued previously for Owner occupancy of designated portions of the Work. See Article regarding Final Payment of the Agreement and General Conditions of the Contract. The following administrative actions and submittals shall precede or coincide with the submittal of the final Application for Payment:
 - a. All items required by "Payments & Completion" of the General Conditions.
 - b. Completion of Project close-out requirements.
 - c. Completion of items specified for completion after Substantial Completion.
 - d. Assurance that unsettled claims will be settled.

- e. Transmittal of required Project construction records, including Record Drawings to the Owner.
 - f. Proof that taxes, fees and similar obligations have been paid.
 - g. Removal of temporary facilities and services.
 - h. Removal of surplus materials, rubbish, and similar elements.
10. In addition to all other procedures required by the Owner for the protection of his interests, the Contractor, in submitting an Application for Payment, certifies that he has visited all locations of materials and equipment stored off-site and verified the types and quantities of materials and equipment stored as well as the suitability and security of the storage facilities.
- C. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien for every entity who is lawfully entitled to file a lien arising out the Contract and related to the Work covered by the Payment. See General Conditions of the Contract.
1. The Contractor shall promptly execute a partial waiver of mechanics lien for the period of construction covered by each application. Executed waivers shall be submitted to the Owner with the submittal of the next Application for Payment by the Contractor. With each Application for Payment, submit partial waiver of mechanics liens from subcontractors, or sub-subcontractors and suppliers for the construction period covered by the previous application.
 2. When an application shows completion of an item, submit final or full waivers when retainage is released.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers. It shall be recognized that all trades shall require waivers, and major equipment suppliers.
 4. Submit the 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. The total amount of each entity's final waiver of lien shall equal the Contact Sum for that entity including all additions and reductions thereto.
 5. Submit waiver of liens on the following forms, and executed in a manner, acceptable to the Owner:
 - a. Partial waiver of liens: Form provided by the Contractor and acceptable to the Owner.
 - b. Final waiver of liens: AIA G706A Contractor's Affidavit of Payment of Release of Liens or another form acceptable to the Owner.
- D. Schedule Update: Along with each payment requisition, the Contractor shall submit digital construction photographs and an updated progress schedule showing actual start dates for activities and any adjusted completion dates. Each such monthly update shall summarize the progress of the Work and shall identify:
1. Areas of the building expected to be worked on during the next month.
 2. Special conditions or circumstances that may affect the safe use of the building or site.
 3. Any necessary measures to achieve the phased completion dates, as applicable to the status of the project.

1.04 MODIFICATION PROCEDURES

- A. Minor Changes to the Work: Supplemental Instructions, authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, may be issued by the Owner or Owner's Consultants.
- B. Owner Initiated Change Order Proposal Requests: The Owners Consultants shall issue Proposal Requests that describe proposed changes in the Work that may require adjustment to the Contract Sum. The Owners Consultants will provide supplemental sketches or revised Drawings and Specifications as necessary.
 1. Proposal requests are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
 2. Unless otherwise indicated in the proposal request, within seven (7) working days of receipt of the proposal request, the Contractor shall submit to the Owner for review, an

estimate of cost necessary to execute the proposed change. Include an itemization of quantities, unit costs, etc. Include all related charges and a statement indicating if the proposed change will have on the Contract Time; and if so, with information on how the change affects the scheduled critical path.

- C. Contractor Initiated Change Order Requests: The Contractor may request changes when latent or other unforeseen conditions require modifications to the Contract, by submitting a request for a change to the Owner.
 - 1. Provide a complete description of the proposed change. Indicate the reason for the change and the effect of the change on the Work, the Contract Sum and the Contract Time. Include an itemization of quantities, unit costs, etc. and include all related charges. Comply with requirements for "Substitutions".
- D. Allowances: See Section 01 21 00 - Allowances. For allowance cost adjustment, base Change Order Proposal on the difference between the actual purchase amount and the allowance, multiplied by the measurement for work-in-place. Submit substantiation of all changes in Work claimed in the Change Orders. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- E. Construction Change Directive: Construction Change Directives, containing descriptions of changes in the Work and designating methods to be followed to determine changes in the Contract Sum or Contract Time may be issued by the Owner.
 - 1. Unless otherwise directed, maintain detailed records of time and materials related to the 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.
 - 2. When a Construction Change Directive is issued using an agreed upon price or fixed price the Contractor shall proceed to expeditiously complete the work, whether the Contractor agrees with the price or not.
- F. Change Order Procedures: Upon the Owner's approval of a Change Order Proposal or Request, the Owners Consultants will issue a Change Order for signatures of the Owner, the State, and Contractor, in triplicate.

1.05 SUBSTITUTIONS

- A. Substitutions are changes, modifications or deviations in those products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after the receipt of Bids. Substitutions for the convenience of the Contractor or subcontractors, or materials suppliers will only be considered if submitted prior to the receipt of Bids, in strict conformance with the Instructions to Bidders. The following shall not be considered substitutions:
 - 1. Changes, modifications, or deviations requested by Bidders during the bidding period and accepted in writing prior to the receipt of Bids shall be considered as included in the Contract Documents and are not subject to the requirements of this Section.
 - 2. Revisions to Contract Documents requested by the Owner.
 - 3. Specified options of products or materials included in the Contract Documents.
 - 4. The Contractor's compliance with governing regulations and orders issued by governing authorities, subject to the Owner's prior written notice and approval.
- B. Substitution Requests: See Section 01 60 00 - Product Requirements, for substitution request procedures.

1.06 ELECTRONIC MEDIA

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

1.07 QUALITY CONTROL

- A. General: The Owner shall employ an independent testing agency for the purpose of testing and inspecting portions of the Work in progress. The Contractor and his various subcontractors

shall be responsible for specific testing and inspections as identified in individual specification sections. See Section 01 40 00 - Quality Requirements

- B. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, order and marked currently to record changes and selections made during construction, and in addition, reviewed Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and, along with reproducible copies as identified elsewhere in the Contract Documents, shall be delivered to the Owner for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

1.08 TIME FOR COMPLETION

- A. Time is of the essence of the Contract, and the Work to be performed under the Contract shall be commenced on or about **June 23, 2025**, and shall be Substantially Complete and in receipt of an Occupancy Permit for the new school building on or before **August 21, 2025**.
 - 1.** The Contractor at his/her discretion, without any additional costs or any other means/methods of compensation by the Owner, may choose to substantially complete the scope of work prior to the specified date of **August 21, 2025**.
- B. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is reasonable for the completion of same, taking into consideration the climatic and industrial conditions prevailing in this locality.

END OF SECTION

SECTION 01 00 10

SUPPLEMENTARY GENERAL REQUIREMENTS

THE SUPPLEMENTARY GENERAL REQUIREMENTS CONTAIN CLARIFICATIONS TO THE GENERAL REQUIREMENTS.

Reference Clarifications:

All references to the "Contractor" or the "General Contractor" throughout the Specifications shall refer to the "Contractor".

References to the Clerk of the Works shall mean the authorized on-site representative of the Owner.

The term "custom" when referring to a material, color, finish design, pattern, or configuration shall be understood to mean as selected or determined by the Owner, and shall in no way be limited to any of the published offerings of the supplier or manufacturer.

The word "provide" shall mean, "furnish and install," including connections to services if required, unless specified otherwise. This includes work completed in place, fully tested, operational, and accepted by the Owner.

Project Schedule Clarifications:

"Include CPM milestones for major portions of the work leading to each required phase completion date. The initially submitted and accepted Critical Path shall not change during the project. Time is of the essence and any request for a time extension due to action by the Owner or changes shall require demonstration that such action has impacted the Critical Path."

"Reference is made to the Instructions to Bidders requiring the submission of all bid questions during the bid period."

Coordination:

"Include CPM milestones for major portions of the work leading to each required phase completion date. The initially submitted and accepted Critical Path shall not change during the project. Time is of the essence and any request for a time extension due to action by the Owner or changes shall require demonstration that such action has impacted the Critical Path."

Shop Drawing Process Clarifications:

"The Designer's approval is based on the Contractor's submission for the designer's review for implementing the work as intended by the design documents. The Contractor is required to approve the shop drawings for conformance to the specified and detailed materials, systems, and products for purchase and installation prior to submission to the Designer."

"By approving and submitting Shop Drawings, Product Data, Samples and similar materials, the Contractor represents to the Owner that the Contractor has determined and verified materials, dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously reviewed Shop Drawings, Product Data, or Samples and verification of compliance with all of the requirements of the Contract Documents. The completeness and accuracy of all such information is the responsibility of the

Contractor. In reviewing Shop Drawings, Product Data, and Samples, the Designer and Owner shall be entitled to rely upon the Contractor's representation that such information is complete, accurate and correct."

"The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar materials until the respective submittal has been reviewed by the Owners Consultants. Such work shall be in accordance with reviewed submittals.

Shop Drawings, Product Data and Samples submitted to the Owner and their consultants without the Contractor's signed stamp of approval thereon will be returned without action.

The Contractor shall also, upon delivery of submittals, provide written notice of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents."

"The Contractor's provide a submittal schedule. The submittal schedule shall be tied to the Critical Path and major milestones to allow appropriate time for proper preparation, review, and subsequent ordering and installations. No payment shall be due the Contractor prior to the CPM and submittal schedules having been accepted by the Owner and Designer."

"No claim for delay shall be allowed on account of failure of the Architect, Engineer, or Owner to furnish instructions or to return Shop Drawings, Product Data, Samples, or similar materials until two (2) weeks after receipt by the Designer by registered or certified mail of a written demand for such instructions, drawings, or samples, and not then unless such claim be reasonable and in accordance with submission dates included in the submittal schedule. No claim for delay will be reviewed without evidence that demonstrates reason for delay has been caused by the Owner and has impacted the accepted Critical Path activities."

"The Contractor shall provide all calculations and certificates of compliance and performance as identified throughout the Contract Documents. He shall be responsible for their preparation and submission and the Owner and Architect/Engineer shall be entitled to rely upon the completeness and accuracy of all such calculations and certifications. Failure to submit such calculations and certificates prior to Substantial Completion shall be considered representation of full compliance, as if they had been fully executed and provided for the Owner and Architect/Engineer's records."

"The Contractor shall be allowed one (1) submission, plus two (2) revisions to obtain the Designer's review and acceptance of Shop Drawings, Product Data, Samples or similar materials. Incorrect, incomplete or otherwise unacceptable submissions, that require additional submittals shall be reviewed by the Designer subject to back-charges to the Contractor for the cost of the Designer's related services."

"It is the intent of this Contract that the use of asbestos containing materials and/or other hazardous materials be prohibited. Prior to Substantial Completion, the Contractor shall submit written certification that no asbestos and/or other hazardous substances have been incorporated into the Work."

"In failing to provide such certification, the Contractor shall assume full responsibility related thereto, and shall be responsible for all injury and/or damages, and shall provide all necessary replacement or corrective work at no additional cost to the Owner."

Drawing and Specification Clarifications:

"All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, adjusted, and conditioned in accordance with the manufacturers' written or printed directions and instructions, unless specifically otherwise indicated in the Contract Documents"

"Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project"

"All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents."

"For convenience, the Specifications have been arranged in Sections, but such separation shall not be considered as the limits of the Work required of any separate trade. The terms and conditions of such limitations shall be exclusively between the Contractor and his subcontractors. Requirements contained in any Section shall be required as if contained in all Sections and the Contractor shall, prior to awarding subcontracts, assure himself that the entire Work as a whole has been coordinated among the subcontracts."

"The Drawings are generally made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the job; in no case by scaling. Study and compare all the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his work that might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect, Owner, or Engineer."

"The Architect/Engineer shall not be considered the arbiter of the work between trades assigned by the Contractor. The Contractor shall ensure properly trained tradesmen install the work in accordance with the contract documents and Contractor-Sub-contractor Agreements."

"Where codes, standards, requirements and publications of public and private bodies are referred to in the Contract Documents, such references shall be understood to be to the latest revision prior to the date of receiving Bids, except where otherwise indicated. These standards are not furnished to Bidders for the reason that the Bidders are assumed to be familiar with their requirements. The Owner will furnish, upon written request, information for obtaining copies of the standards referred to."

"Surveys, test borings, test pits, or other soil test information when included with the Contract Documents or otherwise made accessible to the Contractor, were obtained by the Owner for use by the Architect/Engineer in design. The Owner and Architect/Engineer, do not represent such information to be complete, accurate or approximate indications of actual site or subsurface conditions."

Project Site and Acceptance Clarification:

"Written acceptance of the Project shall be in the form of the executed Substantial Completion Form."

"The Project Site is considered a school property; meaning no use of alcohol, tobacco, or illegal substances are allowed on the site."

"The Owner will retain the services of a licensed hygienist consultant to attend to any HAZMAT items questioned or reported by the Contractor, and if found to be HAZMAT, will remediate and render it harmless. Upon request from the Contractor, the Owner's consultant will test and recommend appropriate action if found to be classified as HAZMAT. The Owner's hygienist consultant will then arrange for the removal of any materials found to be HAZMAT. The Contractor shall coordinate and schedule the work around the removal of such materials. The Designer's scope and responsibilities exclude all work associated with the review, inspection, or other activities associated with materials classified as HAZMAT."

Site Supervisor Clarification:

"The Site Supervisor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Designer any error, inconsistency or omission which he may discover, but he shall not be liable to the Owner for any damage resulting from any errors or deficiencies in the contract documents or other instructions by the Designer; unless such errors in his work that might have been avoided by careful study and comparison."

Uncorrected Work Clarification:

"If the Owner decides to accept any uncorrected or non-conforming work, the Owner's and Designer's determination of an equitable deduction shall be final. If the Contractor disagrees with the Owner's and Designer's determination, the Contractor will correct the work to comply with the Contract Documents, or accept the determined equitable deduction."

Application for Payment Clarification:

"The Construction Cost Breakdown shall include breakdowns within each specification section to reflect material, labor, submittal, shop drawing, and phased portions of the work in amounts no greater than \$100,000.00."

"Each monthly Requisition for Payment shall be accompanied by an updated progress schedule and previous months payment release of liens from the Contractor, sub-contractors, and suppliers."

"Upon Substantial Completion of the entire Work, the five percent (5%) retainage shall be reduced to one hundred and fifty percent (150%) of the value of all incomplete Work and unsettled claims, as determined by the Owner and their Consultants. No retainage shall be released until Substantial completion is achieved. Values for incomplete work shall also include Close Out Documents including but not limited to record documents."

"Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued. Final payment will be made to the Contractor only after final review and acceptance of all the Work by the Owner, and the Contractor has furnished satisfactory release of liens or claims for liens by the Contractor, subcontractors, laborers, and the material suppliers. Warrantees shall commence upon the issuance of Substantial Completion."

Layout of the Work Clarification:

“The engineer / surveyor shall be licensed in the State of Maine.”

END OF SUPPLEMENTARY GENERAL CONDITIONS

**SECTION 01 00 30
ELECTRONIC MEDIA**

PART 1 - GENERAL

1.01 DESCRIPTION

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

ELECTRONIC DATA TRANSFER AND NON-DISCLOSURE AGREEMENT

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

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

1. Electronic Data includes Building Information Models (BIM). Building Information Models shall be provided as Revit (.rvt) files.
2. The means by which the Electronic Data is transferred may include, but are not limited to, electronic mail and File Transfer Protocol sites, transmitted between the parties in this Agreement. Recipient acknowledges that Electronic Data transferred in any manner or translated from the system and format used by LBA to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. Accordingly, LBA makes no warranty, express or implied, as to the correctness, accuracy, and/or completeness of the information transferred. Although LBA may issue information throughout the development of the Project, LBA does not represent that the information provided includes all revisions to-date, nor shall LBA assume any responsibility for providing updated information as the Project proceeds.
3. LBA reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred, which originals shall be referred to and shall govern in the event of any inconsistency with the transferred data. Should the recipient discover errors or conflicts in any transferred files, he shall promptly notify LBA.
4. As consideration to LBA for the transfer of the Electronic Data, Recipient agrees that the use of Electronic Data shall be entirely at his/her own risk, and that LBA shall not be liable for, and Recipient hereby waives all claims and agrees to indemnify and hold LBA

harmless from all liabilities, claims, losses, damages or expenses (including attorneys' fees) arising out of, or connected with: (1) the transfer of Electronic Data by any means; or (2) the use, modification or misuse of the Electronic Data by parties other than LBA; or (3) the limited life expectancy and decline of accuracy or readability of the Electronic Data due to storage; or (4) translation and data errors; or (5) any use of the Electronic Data by any third parties receiving the data from other parties to this Agreement; or (6) the incompatibility of software or hardware used by LBA and the other parties to this Agreement.

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

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

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

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

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

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

11. The Recipient further agrees to indemnify and save harmless LBA and its sub-consultant and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys' fees) arising as the result of either:

- a) Recipient's failure to comply with any of the requirements of the Electronic Data Transfer Agreement; or

b) a defect, error or omission in the Electronic Data or the information contained therein, which defect error or omission was not contained in the Contact Documents as defined in paragraph 3 or where the use of such Contact Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

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

13. In general, the protocols for the distribution of Electronic Data shall be as follows:

- a. LBA may make certain Electronic Data available to (Owner or Contractor) free of charge, providing that:
 - 1) Such files can be issued in the format currently used by LBA, without modification.
 - 2) The Recipient delivers to LBA a fully executed copy of this Agreement and, among other requirements, agrees not to share LBA's Electronic Data with any third parties without LBA's prior written authorization.
- b. In the event the Recipient wishes to share LBA's Electronic Data with a third party, each individual third party shall then deliver, through the Recipient, a fully executed copy of this Agreement.
- c. In the event that it is necessary for the Architect to convert files from its currently used format to an alternative format, LBA – if they choose to do so - shall be compensated for such conversion at the rate of \$200.00 per file, payable in advance.

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

RECIPIENT _____
(Company)

By: _____ Date: _____

Title: _____

END OF SECTION

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Division 00 Procurement and Contracting Requirements (all sections)
- B. Section 01 30 00 - Administrative Requirements

1.03 ACCEPTANCE OF ALTERNATES

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

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No.1 (Fire Pump)
 - 1. State the amount to be ADDED to the Base Bid to provide and install a new NFPA #20 compliant electric vertical in-line fire pump, complete with required appurtenances.

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 32 00 – Construction Progress Documentation: Project schedule requirements.
- C. Section 01 60 00 - Product Requirements: General product requirements.
- D. Section 01 78 10 - Warranties.
- E. Section 01 78 00 - Project Close-out: Project record documents; operation and maintenance data; warranties and bonds.

1.03 PROJECT COORDINATION

- A. Project coordination shall be the responsibility of the Contractor.
- B. Allocate mobilization areas of site for field offices, for delivery access, traffic, and parking facilities, and coordinate with the Owner.
- C. During construction, coordinate the use of site and facilities with the Owner.
- D. Create procedures consistent with the Contract Documents for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Provide temporary utilities and construction facilities if needed.
- F. Coordinate field engineering and layout work..
- G. See 21 00 00 for required submittals.

1.04 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.

5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION CONFERENCE

- A. The Contractor shall conduct an Authority Having Jurisdiction (AHJ) informational meeting at the Project site or other convenient location after the Notice to Proceed and prior to commencement of construction activities. The Owner, Owner's Representative, Contractor, and his Site Supervisor shall each be represented at the meeting. The agenda is to review the construction logistics and provide a forum to review the AHJ process and concerns. The Town planner, code enforcement officer, fire department, police department, and other agencies will be present. The Contractor shall record the minutes of this meeting. The minutes shall be distributed promptly to the Owner and Architect/Engineer.
- B. Contractor shall record minutes and distribute copies within two days after meeting to participants, digitally to Architect/Engineer, Owner, participants, and those affected by decisions made.

3.02 REQUESTS FOR INFORMATION

- A. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. All RFIs shall be submitted to the Architect/Engineer through the Contractor.
- B. Content of the RFI shall include the Project name and number, date, name of Contractor, RFI number, assigned sequentially, RFI subject, Specification Section number and paragraph number, as applicable, Drawing and detail number as applicable, field dimensions and conditions as applicable, Contractor's suggested resolution and any impact on time or cost, Contractor's signature. Attach any sketches, descriptions, photos or other information relevant to fully describe items needing interpretation.
- C. RFI form shall be soft-ware generated including the above information and acceptable to the Architect/Engineer.
- D. Architect/Engineer's Action: The Architect/ / Engineer will review each RFI, determine action required and respond. Allow 6 working days for response to each RFI. Architect/ Engineer's action may include a request for additional information. If the Contractor believes the RFI response warrants a change in Contract Time or the Contract Sum, notify the Architect/Engineer and Owner in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain and submit an RFI log organized by RFI number. Submit log weekly. Include date RFI was submitted and date of Architect/Engineer's response.
- F. On receipt of Architect /Engineer's action, update RFI log and distribute response to affected parties. Notify Architect/Engineer within 7 days if Contractor disagrees with response.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. See Section 01 32 00 for construction progress documentation requirements.
- B. Within 14 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review. All significant construction activities shall be represented. Time duration shall be in weekly increments. If work is planned in phases, provide scheduling for each phase. Schedules shall be coordinated with Owner's on-going occupancy, as applicable.

- D. Time Frame: Schedule shall extend from date established for the Notice to Proceed to the date of Final Completion. Contract completion date shall not be changed unless specifically authorized by Change Order.
- E. Include constraints and work restriction indicated in the Contractor Documents and show how the sequence of Work is affected, including phasing, work under multiple contracts, work by Owner, coordinating with existing construction, uninterruptible services, premises use restrictions, and other work restrictions.
- F. Include important stages of construction and milestones including, but not limited to, Notice to Proceed, Completion of each phase, if applicable, Substantial Completion and Final Completion.
- G. Gantt-Chart Schedule: Submit a comprehensive fully developed horizontal Gantt-chart type Contractor's Critical Path Method Construction Schedule within 21 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of the Project. Identify the critical path items within the schedule.
- H. Submit updated schedule with each Application for Payment.

3.04 SHOP DRAWINGS

- A. Shop Drawings: Shop drawings include fabrication and installation drawings, coordination drawings, setting diagrams, schedules, patterns, templates, and similar drawings specially prepared for the Work by the Contractor, subcontractors, manufacturers, fabricators, suppliers or distributors to illustrate some portion of the Work.
 - 1. Shop drawings shall show the design, dimensions, connections, and other details necessary to ensure the accurate interpretation of the Contract Documents and shall show adjoining Work in such detail as required to provide for proper connection to same. Where adjoining Work requires shop drawings, they shall be submitted concurrently for a coordinated review.
 - 2. Submit information specifically prepared for this Project, drawn to accurate scale. Do not reproduce Construction Documents or copy standard information as the basis for shop drawings. Standard information prepared without specific reference to the Project is not considered a shop drawing. Clearly and specifically indicate deviations from the Contract Documents.
 - 3. In addition to the above, include the following information:
 - a. Dimensions and notation of dimensions established by field measurements.
 - b. Identification of products and materials included.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements and specific procedures.
 - e. Utility connections for equipment.
 - f. Identification of any change, variance or non-conformance with requirements of Contract Documents. Indicate with a "cloud" and provide detailed notation including reason for each change. Include completed "Contractor's Substitution Request" (See Section 01 60 00).
 - g. Indication on the shop drawings by the Contractor that he has reviewed, coordinated (checked for dimension, quantity, relationship with work of all trades involved and is in accordance with the Contract requirements), and approved the Shop Drawing for submittal to the Architect/Engineer.
 - 4. By approving and submitting Shop Drawings, Product Data, Samples and similar materials, the Contractor represents to the Owner and Architect/Engineer that the Contractor has determined and verified materials, dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously reviewed Shop Drawings, Product Data, or Samples and verification of compliance with all of the requirements of the Contract Documents. The completeness and accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, and Samples, the

- Architect/Engineer and Owner shall be entitled to rely upon the Contractor's representation that such information is complete, accurate and correct
5. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect/Engineer's review of Shop Drawings, Product Data, Samples, or similar materials unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and the Architect/Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or similar materials by the Architect/Engineer's review thereof.
 6. The Contractor shall be allowed one (1) submission, plus one (1) revision to obtain the Architect/ Engineer's review and acceptance of Shop Drawings, Product Data, Samples or similar materials. Incorrect, incomplete or otherwise unacceptable submissions, that require additional submittals shall be reviewed by the Architect/Engineer subject to back-charges to the Contractor for the cost of the Architect/Engineer's related services.

3.05 APPROVAL DRAWINGS

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

3.06 RECORD DRAWINGS

- A. Record Drawings: See Section 01 78 00 - Project Close-out.

3.07 PRODUCT DATA

- A. Compile Product Data into a single submittal for each element of construction or complete system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, materials test reports, color charts, roughing-in diagrams, templates, and wiring diagrams. Mark each copy to show applicable choices and options.
 1. Identify any change, variance, or non-conformance with requirements of Contract Documents with a "cloud" and provide detailed notation including reason for each change.
 2. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 3. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

3.08 CERTIFICATIONS

- A. Certifications from manufacturers and/or installers required in individual Specification Sections shall be submitted with Product Data.
 1. In accordance with Supplementary General Conditions, prior to Substantial Completion, the Contractor shall submit a written certificate that no asbestos and/or other hazardous substances have been incorporated into the Work of this Project.

2. Contractor's Asbestos/Hazardous Material Certification with the following language:
 - a. I, _____ the undersigned representing (company), do hereby certify that the products furnished and/or fabricated and/or installed by my firm under contract with _____ at the _____ Project located in _____, do not contain asbestos and /or other hazardous materials.
 - b. Provide signature, title and date.
 - c. The form of certificate shall be submitted to the Architect/Engineer for review prior to use.

3.09 DELEGATED-DESIGN SUBMITTALS

- A. Where professional engineering services or certifications by a professional engineer are specifically required to be provided by the Contractor, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are not sufficient to perform services or certifications required, submit a written request for additional information to the Architect/Engineer.
 2. In addition to Shop Drawings, Product Data, and other required submittals, submit a certification, signed and sealed by the responsible professional engineer, licensed in the State of the Project, for each product and system specifically assigned to the Contractor to be engineered or certified by a professional engineer, indicating that the products and systems are in compliance with performance and design criteria indicated. Include a list of codes, loads, and other factors used in performing these services.

3.10 SUBMITTALS FOR REVIEW

- A. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar materials until the respective submittal has been reviewed by the Architect/Engineer. Such work shall be in accordance with reviewed submittals.
- B. Shop Drawings, Product Data and Samples submitted to the Architect/Engineer without the Contractor's signed stamp of approval thereon will be returned without action.
- C. The Contractor shall also, upon delivery of submittals, provide written notice of any deviation in the Shop Drawings, Product Data or Samples from the requirements of the Contract Documents
- D. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect/Engineer's review of Shop Drawings, Product Data, Samples, or similar materials unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and the Architect/Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or similar materials by the Architect/Engineer's review thereof.

3.11 SUBMITTALS FOR INFORMATION

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

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.

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

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review: Submittals to the Architect/Engineer shall be electronic files in PDF format, unlocked, markable and reproducible; an electronically-marked up file will be returned. Create PDFs at native size and right-side up. Illegible files will be returned.
- B. Samples: Confirm with the Architect/Engineer the number of samples required for each submittal; one of which will be retained by Architect/Engineer.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 CONTRACTOR'S CERTIFICATION

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 78 00 for Closeout Procedures
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.15 ARCHITECT/ENGINEER/ENGINEER'S REVIEW

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect/Engineer or Engineer will review each submittal and mark to indicate action taken.
 - 1. In general, the Architect/Engineer will strive to complete his review of submittals and return them to the Contractor in 15 business days. Additional time may be required if large volumes of submittals are simultaneously delivered to the Architect/Engineer for review.
 - 2. The Architect/Engineer will not review submittals of colors and finishes until submittals for all such related materials are complete and delivered for collective review. This same requirement may be extended to other components and systems as deemed appropriate by the Architect/Engineer.
 - 3. The Architect/Engineer's review shall, among other limitations, not include the calculation, coordination, or verification of dimensions or quantities, which shall be the sole responsibility of the Contractor.
 - 4. Action Stamp: The Architect/Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows to indicate the action taken:
 - a. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents.
 - b. Final-but-Restricted Release: Where submittals are marked "Note Markings" or "Comments Attached" or "Revise and Resubmit Record Copy" or "Resubmittal not Required", that part of the Work covered by the submittal may proceed provided it complies with markings / comments and requirements of the Contract Documents.

- c. Returned for Resubmittal: Where submittals are marked "Revise and Resubmit for Further Review", do not proceed with that part of the Work covered by the submittal including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat as necessary to obtain a different action mark.
 - d. Rejected: When the submittal is marked "Rejected", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Do not resubmit that product.
- B. Review of Submittals and Shop Drawings indicating or implying a different product than the specified product shall not be deemed an acceptable substitution request, unless the Contractor has specifically requested it and the Architect/Engineer clearly indicate acceptance (notes specifically accepting a substituted product) as part of the submittal review.
- C. Other Action: Where a submittal is primarily for record purposes, the submittal will not be returned. Where a submittal cannot be reviewed due to lack of Contractor review or illegibility, for example, the submittal will be returned marked "Returned No Action".

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Testing and inspection services.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 00 00 - General Requirements.
- C. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- D. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.05 REFERENCES AND STANDARDS

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

1.06 TESTING AND INSPECTION AGENCIES

- A. Quality control services include inspections, tests, and related actions including reports performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect/Engineer.
- B. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- C. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- D. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- E. Requirements for the Contractor to provide quality control services as directed by the Architect/Engineer, Owner, or authorities having jurisdiction are not limited by the provisions of this Section.
- F. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing and inspection. See paragraph TESTING AND INSPECTIONS.
- G. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 TESTING AND INSPECTION

- A. See 21 00 00 for testing and inspections required.
- B. Testing Agency Duties and Responsibilities:
 - 2. Provide qualified personnel at site.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials with requirements of Contract Documents.
 - 5. Promptly notify (within 24 hours) Owner, Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products during performance of its services.
 - 6. Perform additional tests and inspections required by Architect/Engineer or Authority Having Jurisdiction.
 - 7. Verify samples submitted by Contractor comply with the referenced standards and the approved contract documents.
 - 9. Submit written reports of all tests, inspections or other services to the AHJ, Architect/Engineer, Owner and Contractor. Reports indicating compliant inspections shall be submitted within three (3) days. Reports shall include:
 - a. Date of issue.
 - b. Project name and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making tests or inspections.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and interpretations of test results.
 - j. Ambient conditions at time of sample taking, testing, or inspection.

- k. Comments or professional opinion regarding whether inspected or tested Work complies with the Contract Documents.
 - l. Recommendations for re-testing.
 - m. Name and signature of laboratory inspector.
- C. Contractor's Testing and Inspections:
 - 1. The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. Costs for these services shall be included in the Contract Sum.
 - 2. The Contractor shall employ and pay an independent testing agency to perform quality control services, including but not limited to inspections, sampling and tests required for determining the suitability of materials prior to delivery to the site and other services as specified in the 21 10 00 Specification Section.
 - 3. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
 - 4. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - 5. Scheduling: Notify Testing Agency, Special Inspector, Owner's Representative and, Architect/Engineers sufficiently in advance of operations to allow for the proper assignment of personnel and scheduling of testing and inspections.
 - 6. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing:
 - 1. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency.
 - 2. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
 - 3. The Contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with the Contract Document requirements, regardless of whether or not the original test was the Contractor's responsibility. Cost of re-testing construction revised or replaced by the Contractor is the Contractor's responsibility.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13.01 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Divisions 00 and 01 – All Sections.
- C. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 NEW PRODUCTS

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

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with product model: Use a product of one of the manufacturers named; no substitutions if so indicated; substitutions by following substitution procedures.
- C. Products Specified by Naming One manufacturer with other acceptable manufacturers listed without product model: Submit a product meeting all standards listed within the specification – clearly documenting the product's attributes compared to the Basis of Design.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Substitutions are changes, modifications or deviations in those products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after the receipt of Bids. Substitutions for the convenience of the Contract or subcontractors, or materials suppliers will only be considered if submitted prior to the receipt of Bids, in strict conformance with the Instructions to Bidders. The following shall not be considered substitutions:
 - 1. Changes, modifications, or deviations requested by Bidders during the bidding period and accepted prior to the receipt of Bids shall be considered as included in the Contract Documents and are not subject to the requirements of this Section.
 - 2. Revisions to Contract Documents requested by the Owner or Architect/Engineer.
 - 3. Specified options of products or materials included in the Contract Documents.
 - 4. The Contractor's compliance with governing regulations and orders issued by governing authorities, subject to the Architect/Engineer's prior written notice and approval.
- B. Substitution Requests: Request for substitution will be considered only if, in the opinion of the Architect/ Engineer, such substitution will be of benefit to the Owner. Substitution requests after receipt of bids will not be considered solely related to an "or approved equal" clause in the Contract Documents.
 - 1. The Contractor's substitution request will be considered by the Architect/Engineer when all of the following conditions are satisfied, as determined by the Architect/Engineer; otherwise requests will be returned without action.
 - a. Extensive revision to the Contract Documents are not required.
 - b. Proposed changes are in keeping with the general intent of the Contract Documents.
 - c. The request is timely, fully documented and properly submitted.
 - d. In addition to the above conditions, one or more of the following conditions must be satisfied, as determined by the Architect/Engineer. The Contractor shall provide written documentation for each condition noted.
 - 1) The specified product cannot be provided within the Contract Time. However, the request will not be considered if the specified product cannot be provided as a result of the Contractor's failure to submit to the Architect/Engineer or order from the manufacturer in a timely fashion.
 - 2) The specified product cannot receive necessary approval of governing authority and the requested substitution can be approved.
 - 3) A substantial advantage is offered to 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. Additional responsibilities for the Owner may include compensation to the Architect/Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - 4) The specified product cannot be provided in a manner that is compatible with or coordinated with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 - 5) The specified product cannot provide the warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- C. Substitution Request Procedure: Complete a request for Substitution including a side-by-side comparison of the specified product compared to the proposed product. Submit electronically request for substitution using the provided form with all required information.
- D. Architect/Engineer's Action: The Architect/Engineer may request additional information to evaluate the substitution if any is required. Within ten (10) working days of receipt of all necessary information, the Architect/Engineer will notify the Contractor of acceptance or rejection of the proposed substitute. If a decision on the use of a proposed substitute is not or

cannot be made or obtained within the time allocated, the Contractor shall use the specified product.

- E. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in Sections 00 and 01 (all sections).
- F. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same or better warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent. The Contractor shall be responsible for any and all additional costs subsequently incurred as a result of the substitution including those of other trades.
- G. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- H. Acceptance of Submittals and Shop Drawings indicating or implying a different product than the specified product shall not be deemed an acceptable substitution request, unless clearly indicated (notes specifically accepting a substituted product) by the Architect/Engineer or Engineer as part of the submittal review.
- I. Whether the Architect/Engineer declines or accepts a substitution request, the Contractor does not have the right to request a time extension to complete the contract.

3.02 TRANSPORTATION AND HANDLING

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

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 71 00
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 QUALITY ASSURANCE

- A. Structural Work: Do not cut and patch structural elements in a manner that would reduce their structural characteristics such as load-carrying capacity or load deflection ratio.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements, including but not necessarily limited to:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Structural decking.
 - g. Stair systems.
 - h. Miscellaneous structural metals.
 - i. Equipment supports.
 - j. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems, including but not necessarily limited to:
 - a. Shoring, bracing, and sheeting.
 - b. Primary operational systems and equipment.
 - c. Firewalls and fire separation assemblies.
 - d. Fire-rated and non-fire-rated smoke barriers.
 - e. Water, moisture, or vapor retarders.
 - f. Membranes and flashings.
 - g. Fire protection systems.
 - h. Sprayed-on Fireproofing.
 - i. Control systems.
 - j. Voice, video, and data systems.
 - k. Conveying systems.
 - l. Electrical wiring systems.

- C. Miscellaneous: Do not cut and patch elements in a manner that would reduce their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Obtain approval of the cutting and patching proposal before cutting and patching building elements, including but not necessarily limited to:
 - a. Water, moisture or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtainwall construction.
 - 2. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Owner's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.
- D. Remove, replace, patch and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 MATERIALS

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

2.02 PAYMENT FOR COSTS

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

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

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

3.02 PREPARATION PRIOR TO CUTTING

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

3.03 PERFORMANCE

- A. General: Cutting and patching shall be kept to an absolute minimum by careful planning and through proper holes, sleeves, anchors, inserts, or other built-ins as the Work progresses.
- B. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- C. The Contractor shall properly restore work that has been cut or removed and install new products to provide completed work in accordance with the requirements of the Construction Documents. Existing surfaces shall be restored to their original condition.
- D. Cutting: Perform cutting and demolition by methods least likely to damage elements to be retained or adjoining construction and that will provide proper surfaces to receive installation of repair and new work. Where possible, review procedures with the original installer. Comply with the original installer's recommendations.
- E. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- F. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- G. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
- H. Perform necessary excavating and backfilling as required under pertinent other Sections of these Specifications.
- I. By-pass utility services such as pipe or conduit, before cutting, where services are shown, or removal required, relocated, or abandoned. Cut off pipe or conduit in walls or partitions, to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- J. Patching: Perform fitting and adjusting of products as required to provide finished installations complying with the specified tolerances and finishes or otherwise satisfactory to the Owner.
- K. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- L. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- M. Where the removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
- N. Where patching occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch, after the patched area has received primer and first coat.
- O. Patch, repair, or re-hang existing ceilings, as necessary to provide an even plane surface of uniform appearance.
- P. At penetrations in fire-resistive rated walls, partitions, ceilings, floors, or roof construction, completely seal voids with firestopping materials in compliance with Section 07 84 00 - Firestopping.

3.04 CLEAN-UP

- A. All debris and rubbish shall be properly removed from the premises as it occurs. All materials shall be properly disposed of off-site, in strict accordance with all applicable Laws, Rules, Regulations, and Ordinances.

- B. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean surfaces before painting or finishing.

END OF SECTION

SECTION 01 78 00
PROJECT CLOSE-OUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Substantial Completion procedures.
 - 1. Project Close-out meeting.
 - 2. Occupancy Permit.
- B. Project Record Documents.
- C. Final Acceptance procedures.
- D. Operating and Maintenance Instructional Sessions.
- E. Adjustments.
- F. Final Cleaning.
- G. Repair of the Work.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions
- B. Section 01 00 00 - General Requirements.
- C. Section 01 00 30 - Electronic Media: Record Drawing backgrounds.
- D. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- E. Section 01 40 00 - Quality Services: Final Test Reports.
- F. Section 01 78 10 - Warranties: General warranty requirements.

1.03 SUBSTANTIAL COMPLETION PROCEDURES

- A. Prior to requesting evaluation of the Work for certification of Substantial Completion, the Contractor shall complete the following items.
- B. Contractor's Punch List: Prior to preparation of a punch list by the Owner and Owner, the Contractor shall prepare their own comprehensive punch list, and along with their subcontractors. The receipt of the Contractor's written punch list, clearly identifying all completed and pending items, shall be considered a prerequisite for the commencement of the Owner and Owner/Engineer's evaluation of the Work for Substantial Completion. The list shall include values of each item on the list and reasons why the Work is incomplete, and date the work is anticipated to be completed. If, in the opinion of the Owner, the Contractor fails to provide a comprehensive punch list documenting incomplete work, work requiring correction, closeout tasks still to be completed (including but not limited to owner training, cleaning, or record documents, commissioning responses, etc), then substantial completion may not be reached, and the Owner may not proceed with evaluation of the work or creation of their own Punch List.
- C. Submit warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- D. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities, including Occupancy Permits, operating certificates and similar releases. If the Project is completed in phases, obtain Occupancy Permits as required by governing authorities.
- E. Deliver tools, spare parts, extra stock, and similar items.
- F. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.

1. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
- G. Turn over Owner's keys, and other security provisions.
- H. Complete start-up testing of equipment and systems, conduct Owner's training sessions.
- I. Discontinue, change over and remove temporary facilities from the site. Remove temporary protection measures provided during construction.
- J. Final Cleaning.
- K. Certificate of Occupancy: The Contractor shall schedule various inspections with the Authority Having Jurisdiction as required to obtain a Certificate of Occupancy.

1.04 SUBMITTALS

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.
 1. Record Drawings: Shall be required for all Fire Protection Systems
 - a. The Contractor shall maintain one set of Contract Drawings for use in the preparation of Record Drawings. This set shall be maintained at the site, and upon them, the Contractor shall clearly and accurately record all Addenda, Supplementary Instructions, Change Orders, Owner's responses to Contractor's Requests for Information, and all significant changes made during construction to the Work hereinafter listed. Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner's reference during normal working hours
 - b. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - 1) Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - 2) Record data as soon as possible after obtaining it
 - 3) Record and check the markup before enclosing concealed installations.
 - c. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - d. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location. Mark digital files with digital overlay indicating changes distinguishable from the original drawings.
 - e. Initial Submittal:
 - 1) Submit record digital data files (PDF).
 - 2) Owner will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - 3) Resubmittal may be required to achieve a complete set of record documents.
 - f. Final Submittal:
 - 1) Submit record digital data files and two (2) set(s) of printed documents.
 - 2) Plot each drawing file, whether or not changes and additional information were recorded.
 - g. Format: Annotated PDF electronic file, bookmarked by discipline and sheet number.
 - h. Upon completion of the Contract, and as a prerequisite to final Payment, the Contractor shall prepare (draft as necessary), check, and certify the Record Drawings for completeness and accuracy and submit them to the Owner. The Contractor's submittal shall include electronic media files and two sets blackline hard copy Record

Drawings. The Contractor shall imprint the following text on each Record Drawing and Record Drawing Electronic Media File:

- 1) "PROJECT RECORD DRAWING. NOTE: This drawing has been produced by (name and address of contractor). It is not the originally designed Contract Document. It is a Record Drawing."
 - 2) Include the following Identification on each electronic file or print:
 - a) Project name.
 - b) Date.
 - c) Name of Owner and Engineer.
 - d) Name of Contractor.
 - 3) See Section 01 00 30 - Electronic Media for information regarding obtaining electronic Contract Documents for use in preparing for Record Drawings.
2. Certificate of Occupancy.
- B. Operation and Maintenance Data:
1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
1. The Contractor shall submit to the Owner two (2) typed sets, neatly bound and indexed in a loose leaf binder, of all warranties, certificates and bonds as required by the Contract Documents.
 - a. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - c. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 2. For equipment or component parts of equipment put into service during construction with Owner's permission, submit a copy of documents within 10 days after acceptance.
 3. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 4. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period. Pages shall be pre-punched for insertion into the bound set.
- D. Contractor's punch list submission to Owner.
- E. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 OWNER'S EVALUATION

- A. On receipt of a written request from the Contractor, the Owner will either proceed with evaluation of the Work for Substantial Completion or advise the Contractor of requirements yet to be completed prior to evaluation.

- B. Based on his/her observations, the Owner will provide a written list, or "Punch List", of items to be corrected or to be completed. The Owner's list may not include all Work necessary for completion in accordance with the Contract Documents and shall not in any way relieve the Contractor of responsibility for compliance with the Contract Documents. The Owner may review and modify the value of each punch list item provided by the Contractor.
- C. The Owner shall prepare the AIA G704 Certificate of Substantial Completion form and attach his/her written evaluation list thereto.
- D. Additional Work found to be incomplete or not in conformance with the Contract Documents after the Owner's evaluation shall be completed or corrected before Final Acceptance and Final Payment.
- E. When Work has been completed or corrected, the Contractor shall submit to the Owner a written request for re-evaluation. Include a copy of the Owner's previous evaluation report with notation of action taken for each item.
- F. The Owner shall be responsible for one re-evaluation of their punch list, and only after the Contractor has completed 100% of the items on the initial list. Should additional visits by the Owner be required for more than one re-evaluation of the punch list, the Contractor shall be responsible for the costs of the Owner and Consultants (at the Owner's and Consulting Engineer's current hourly rates plus mileage) for additional visits. For these additional services, the Owner will charge the Owner, and the Owner may deduct the additional service amount from their final payment to the contractor.
- G. The value of payment and retainage withheld will be reviewed by the Owner and the Owner at the time of closeout. This value may be significantly higher than the value of the work listed on the punchlist in an effort to protect the Owner's interests and ensure completion of the work.

1.06 FINAL ACCEPTANCE

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
 - 3. Changes made to systems and dimensions via shop drawings or coordination drawings.
 - 4. Changes made via Change Order, Sketch, RFI, ASI, CCD, etc.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 SPARE PARTS AND MAINTENANCE PRODUCTS

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

3.04 WARRANTIES AND BONDS

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

supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.05 CERTIFICATE OF NO ASBESTOS

- A. See Section 01 30 00 - Administrative Requirements, for requirements for submission of Certificate(s) of No Asbestos.

3.06 FINAL TESTING REPORTS

- A. See Section 01 40 00 - Quality Services, for requirements for the Testing Agency's Final Report.

3.07 OPERATING AND MAINTENANCE INSTRUCTIONS / OWNER TRAINING

- A. Instructions: The Contractor and his subcontractors and suppliers shall jointly, thoroughly instruct the Owner's representative and maintenance personnel in the proper maintenance and operation of all materials and systems that require training for proper operation and/or regular maintenance.

3.08 FINAL CLEANING

- A. Final Cleaning: Upon the completion of the Work, the Contractor shall remove all tools, scaffolding, surplus materials, debris, and shall leave the Work "broom clean" or its equivalent. In addition to general broom cleaning, the Contractor shall employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Use products that are non-hazardous.
 - 1. Transparent Materials: Clean mirrors and glazing in doors and windows; remove paint and glazing compounds that are noticeably vision obscuring; wash and polish, taking care not to scratch materials. Replace chipped, scratched, or broken materials.
 - 2. Ceiling and Wall Surfaces: Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, marks, fingerprints, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Carefully clean (vacuum) fabric type surfaces as recommended by manufacturer. Generally clean as required to leave in first class condition.
 - 3. Flooring: Remove all temporary protection; remove all spots, soil and paint; and clean, shampoo, wax, and buff, etc. all ceramic tile, resilient flooring, base, and other floors in accordance with manufacturer's recommendations. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Hardware: Clean and polish all hardware for all trades; this shall include removal of all paint stains, dust, dirt, etc.
 - 5. Labels: Remove all labels that are not permanent.

3.13 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01 78 10
WARRANTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for warranties.

1.02 RELATED SECTIONS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 78 00 - Project Close-out.
- C. All other Specification Divisions for specific Section requirements.

1.03 GENERAL

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

1.04 WARRANTY REQUIREMENTS

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

2. Items with deficiencies or needed corrections listed on the punch list as part of the substantial completion documents shall not begin their warranty period until all items related to the system have been completed. After verification of completion and acceptance by the Owner a new revised substantial completion document shall be prepared by the Contractor designating the warranty start date of these systems.
3. In the event that portions of a system are made operational, the entire system shall remain under warranty until the entire system is completed, operational, and accepted.
 - a. If any system plans to be made operational prior to substantial completion for the Owners benefit, the contractor shall submit a request for warranty start date, in writing, and the Owner shall sign the request before the warranty start date may be initiated. The Owner may refuse to accept any system (and subsequent use thereof) prior to substantial completion.
 - b. If accepted by the Owner, at that time, a one (1) year total system warranty period shall begin.

1.05 SUBMITTALS

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

1.06 SCHEDULE OF GUARANTEES, WARRANTIES, AND BONDS

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

END OF SECTION



SECTION 211000 - FIRE-SUPPRESSION SPRINKLER SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. The scope includes replacing the entire attic dry pipe system, see attached existing plans. In addition to the overall attic, attic mezzanines are shown, these are lacking sprinkler coverage. Extend the system to serve the mezzanines.
- B. Elementary School floor plans are available in Revit-2022 format.
- C. All work shall meet NFPA 13, local, and State requirements. Design sprinklers and obtain approval from authorities having jurisdiction. The design of the automatic sprinkler system shall be complete with all necessary accessories for proper operation.
- D. Minimum Density for Automatic-Sprinkler Piping Design shall be in accordance with NFPA 13. Maximum Protection Area per Sprinkler shall be in accordance with NFPA 13.

1.2 GENERAL REQUIREMENTS

- A. Components and Installation: Capable of producing piping systems with 175-psig minimum working-pressure rating, unless otherwise indicated.
- B. Seismic Performance: If required by the authority with jurisdiction, fire-suppression piping shall be capable of withstanding the effects of earthquake motions determined according to NFPA 13.
- C. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire stop materials.
- D. Contractor shall obtain and pay for required permits.

1.3 SUBMITTALS

- A. Shop Drawings: Submit working plans, prepared according to NFPA 13, and hydraulic calculations with cross reference to applicable drawings, water supply data, and equipment schedule with ratings for the system to the Owner's Representative, Insurance Underwriter, and other authorities having jurisdiction.
- B. Product Data: Catalog sheets, specifications, and installation instructions. Indicate UL or FM approval for each product.



DESIGN-BUILD SPRINKLER SPECIFICATION

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- C. Design Data: The portions of the sprinkler system not sized on the Contract Drawings shall be sized in accordance with NFPA requirements for Hydraulically Designed Systems. Submit drawings and hydraulic calculations for approval.
- D. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible sprinkler system design professional. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Certification: Submit Contractor's NICET certification and number or PE license number.
- E. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping."
- F. Maintenance Data: For each type of sprinkler specialty to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. Sprinkler Contractor

- 1. Installer Qualifications: An experienced installer who has designed and installed fire-suppression piping like that indicated for this Project and obtained design approval and inspection approval from authorities having jurisdiction.
- 2. Contractor shall be a licensed fire sprinkler contractor.
- 3. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified sprinkler designer. Sprinkler designer shall be legally qualified and licensed to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design, and extent.
- 4. Base calculations on results of a fire hydrant flow test, in accordance with NFPA 13 and NFPA 291.

B. Manufacturer Qualifications:

- 1. Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory" and FM's "Fire Protection Approval Guide" and that comply with other requirements indicated.
- 2. Sprinkler Components: Listing/approval stamp, label, or other marking by a testing agency acceptable to authorities having jurisdiction.
- 3. Factory Mutual Engineering Corporation (FM) Approval Guide

C. NFPA Requirements: Year edition per authority of jurisdiction.

- 1. NFPA #1: Fire Prevention Code
- 2. NFPA #13: Standard for the Installation of Sprinkler Systems



DESIGN-BUILD SPRINKLER SPECIFICATION

December 12, 2024

3. NFPA #101: Life Safety Code
 4. NFPA #291: Recommend Practice for Flow Testing and Marking of Hydrants.
- D. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Include the number of sprinklers required by NFPA 13 and wrench for sprinklers.

PART 2 - PRODUCTS

2.1 PIPING

- A. Pipe and fittings shall conform to the requirements of NFPA 13. Pipe shall be listed by UL and be FM approved, and installed per its listing and approval.
- B. System piping shall be substantially supported to the building structure. The installation of hangers and supports shall adhere to the requirements set forth in N.F.P.A. 13. Materials used in the installation or construction of hangers and supports shall be listed and approved for such application.
- C. Provide joining materials in accordance with NFPA 13.

2.2 SPRINKLERS

- A. Provide automatic sprinklers with U.L. listed heat-responsive elements.
- B. Sprinkler Types and Categories: Provide per NFPA 13.
- C. Provide quick response sprinklers.

2.3 SPRINKLER SPECIALTY FITTINGS

- A. Sprinkler specialty fittings shall be UL listed or FMG approved, with 175-psig minimum working-pressure rating, and made of materials compatible with piping.
- B. Sprinkler Drain and Alarm Test Fittings: Cast- or ductile-iron body; with threaded or locking-lug inlet and outlet, test valve, and orifice and sight glass.
- C. Sprinkler Branch-Line Test Fittings: Brass body with threaded inlet, capped drain outlet, and threaded outlet for sprinkler.
- D. Sprinkler Inspector's Test Fitting: Cast- or ductile-iron housing with threaded inlet and drain outlet and sight glass.
- E. Drop-Nipple Fittings: UL 1474, adjustable with threaded inlet and outlet, and seals.
- F. Dry-Pipe-System Fittings: UL listed for dry-pipe service.



DESIGN-BUILD SPRINKLER SPECIFICATION

December 12, 2024

2.4 VALVES

A. Valves shall be UL listed and FMG approved

B. Dry-Pipe Valves:

1. Standard: UL 260.
2. Design: Differential-pressure type.
3. Include UL 1486, quick-opening devices, trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gauges, priming chamber attachment, and fill-line attachment.
4. Air-Pressure Maintenance Device:
 - a. Standard: UL 260.
 - b. Type: Automatic device to maintain minimum air pressure in piping.
 - c. Include shutoff valves to permit servicing without shutting down sprinkler piping, bypass valve for quick filling, pressure regulator or switch to maintain pressure, strainer, pressure ratings with 14- to 60-psig adjustable range, and 175-psig outlet pressure.
5. Air Compressor:
 - a. Standard: UL's "Fire Protection Equipment Directory" or FM Global's "Approval Guide."
 - b. Motor Horsepower: Fractional.
 - c. Sized for application and capable of achieving system supervisory pressure within 30 minutes in accordance with requirements of NFPA 13. Provide ASME air receiver tank as required to meet requirements on larger systems.
 - d. Include filters, relief valves, coolers, automatic drains, and gauges.

C. Automatic (Ball Drip) Drain Valves:

1. Standard: UL 1726.
2. Pressure Rating: 175-psig minimum.
3. Type: Automatic draining, ball check.
4. Size: NPS 3/4.
5. End Connections: Threaded.

2.5 FIRE PUMP

A. Provide an Alternate Price to for a new NFPA #20 compliant electric vertical in-line fire pump, complete with required appurtenances. See Alternates 01 23 00. Perform hydraulic calculations to confirm the need for a new fire pump past bidding.



EXECUTION

2.6 EXISTING SYSTEMS

- A. Refer to Division 1 demolition requirements and procedures. Disconnect, demolish, and remove fire-suppression systems, equipment, and components indicated to be removed.
- B. Existing Sprinkler System Shutdown: Follow NFPA 13 and NFPA 25 recommendations. Before shutting down the sprinkler system to perform the Work, notify the Owner's Representative in writing, the local fire department, and the alarm company, that the system is to be shut down temporarily. Give schedule which states date and time of proposed shut down and the approximate length of time that the system will be out of service. Request instructions for precautions that should be taken during the shutdown period. Do not shut down the system until schedule is approved by the Owner's Representative. Return the existing system to pre-shutdown operation immediately after the Work has been completed. Give written notice to the Director's Representative that the system has been returned to pre-shutdown operation.

2.7 SYSTEM INSTALLATIONS

- A. Use dry-type sprinklers with water supply from heated space per NFPA 13.
- B. Provide sprinkler piping with drains for complete system drainage.
- C. Hangers and Supports: Comply with NFPA 13 for hanger materials.
- D. Provide labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

2.8 FIELD QUALITY CONTROL

- A. Flush, test, and inspect sprinkler piping according to NFPA 13, "System Acceptance" Chapter.
- B. Verify that specialty valves, trim, fittings, controls, and accessories are installed and operate correctly.
- C. Verify that specified tests of piping are complete.
- D. Verify that damaged sprinklers and sprinklers with paint or coating not specified are replaced with new, correct type.
- E. Verify that sprinklers are correct types, have correct finishes and temperature ratings, and have guards as required for each application.
- F. Coordinate with fire alarm tests. Operate as required.



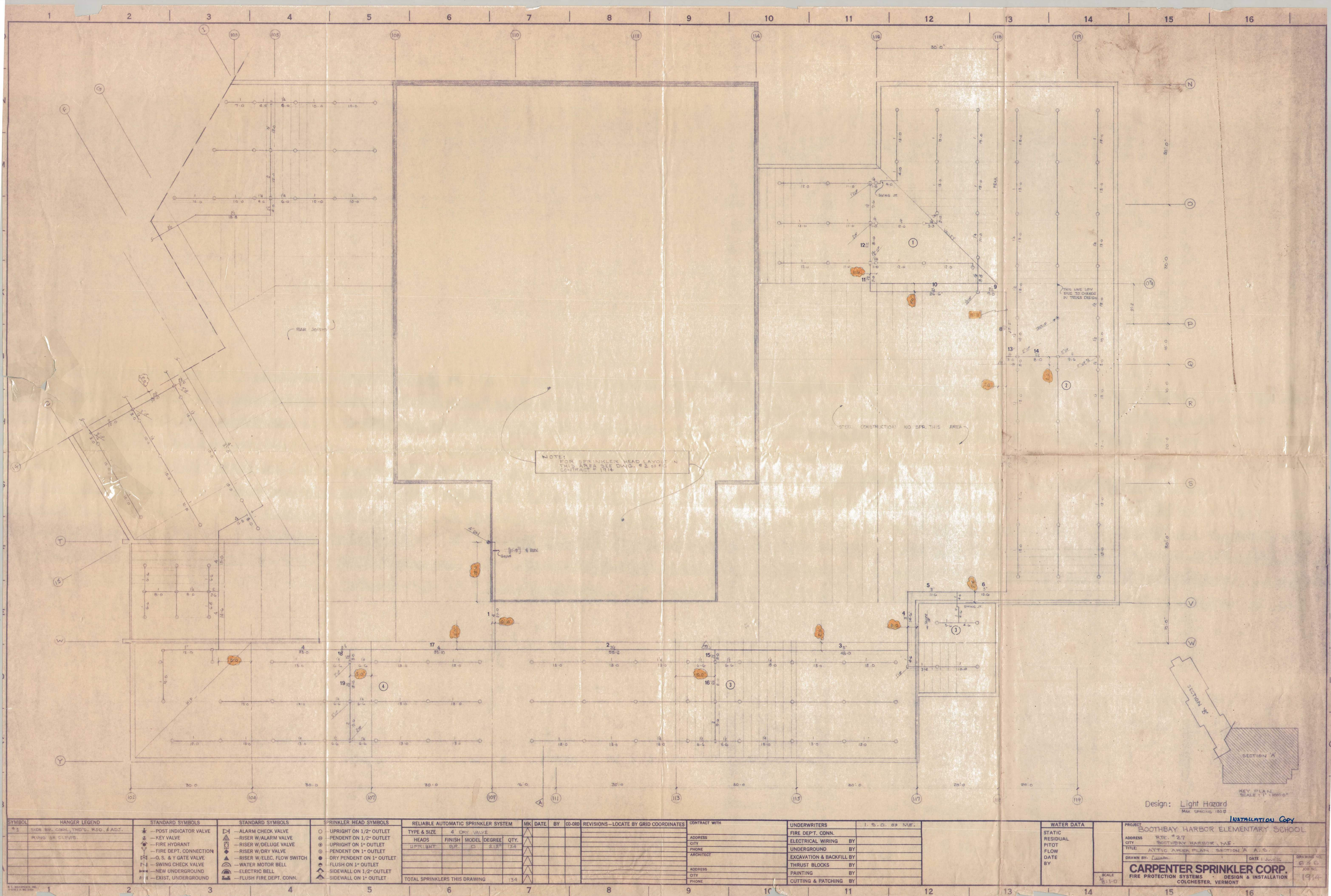
DESIGN-BUILD SPRINKLER SPECIFICATION

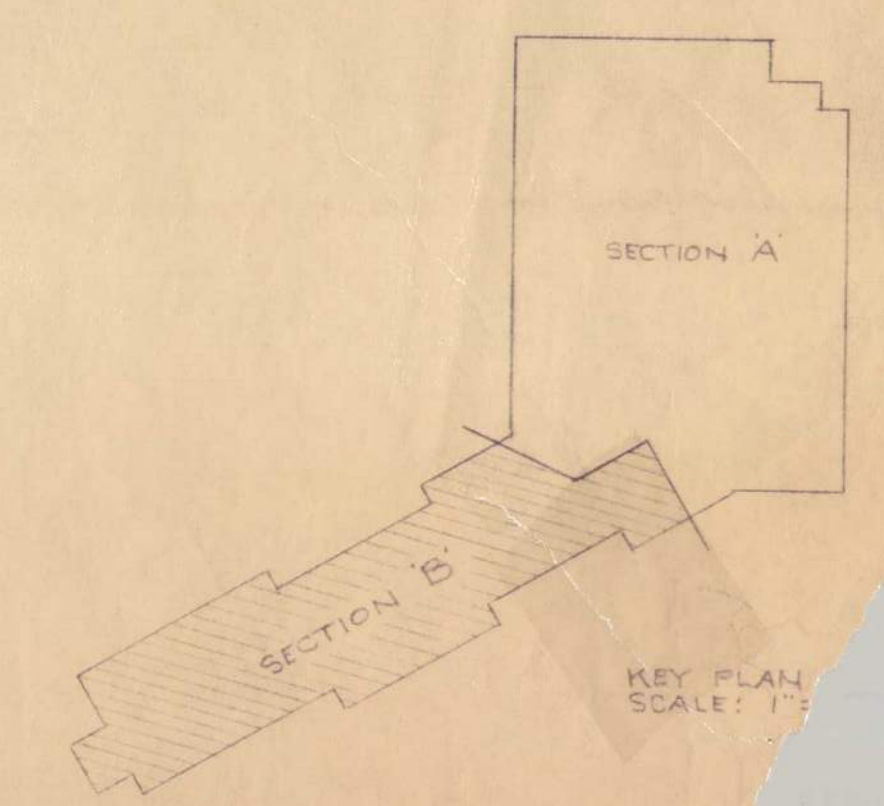
December 12, 2024

- G. Clean dirt and debris from sprinklers.
- H. Protect sprinklers from damage until Substantial Completion.

END OF SECTION 210000

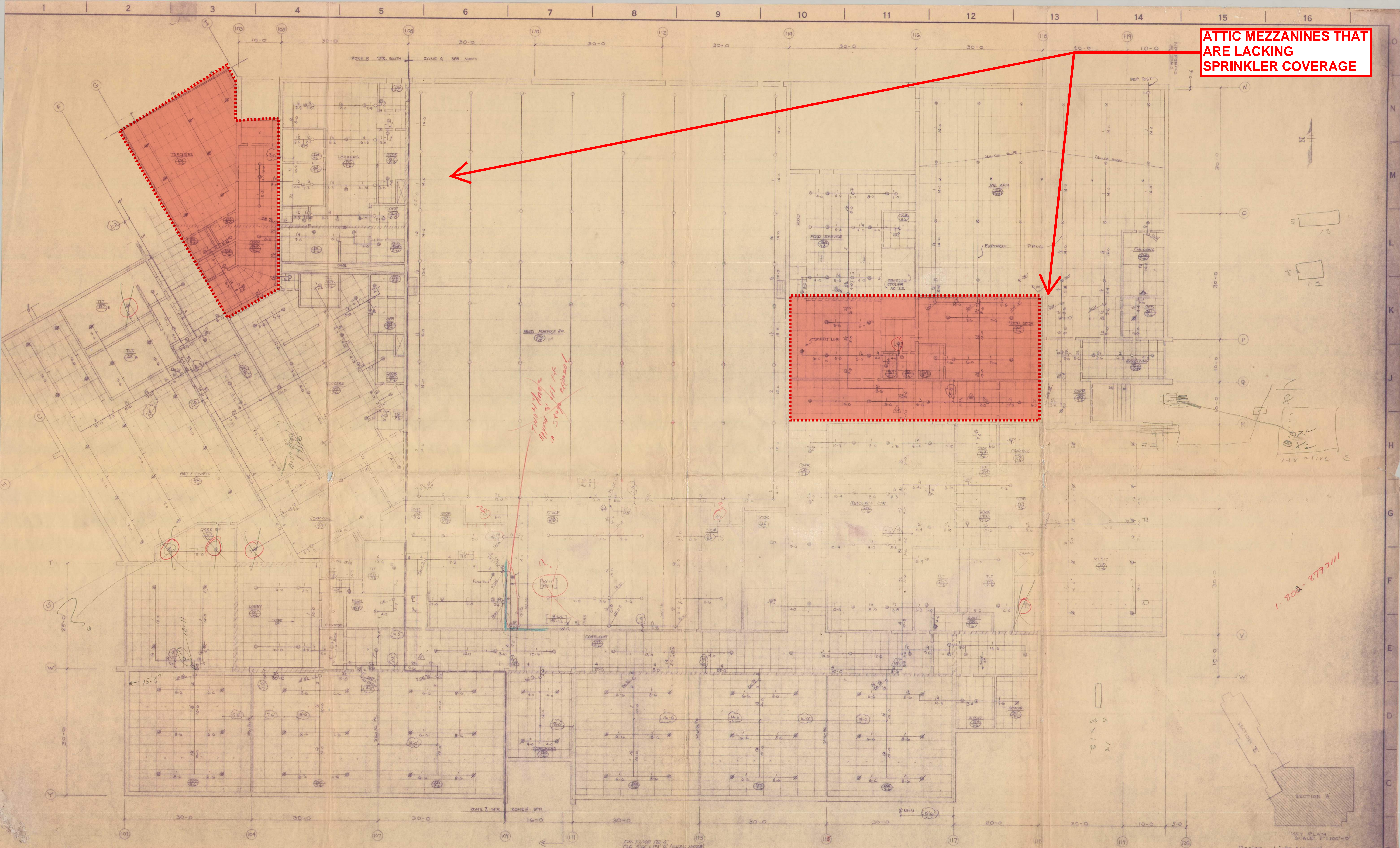
APPENDIX A
Existing Drawings



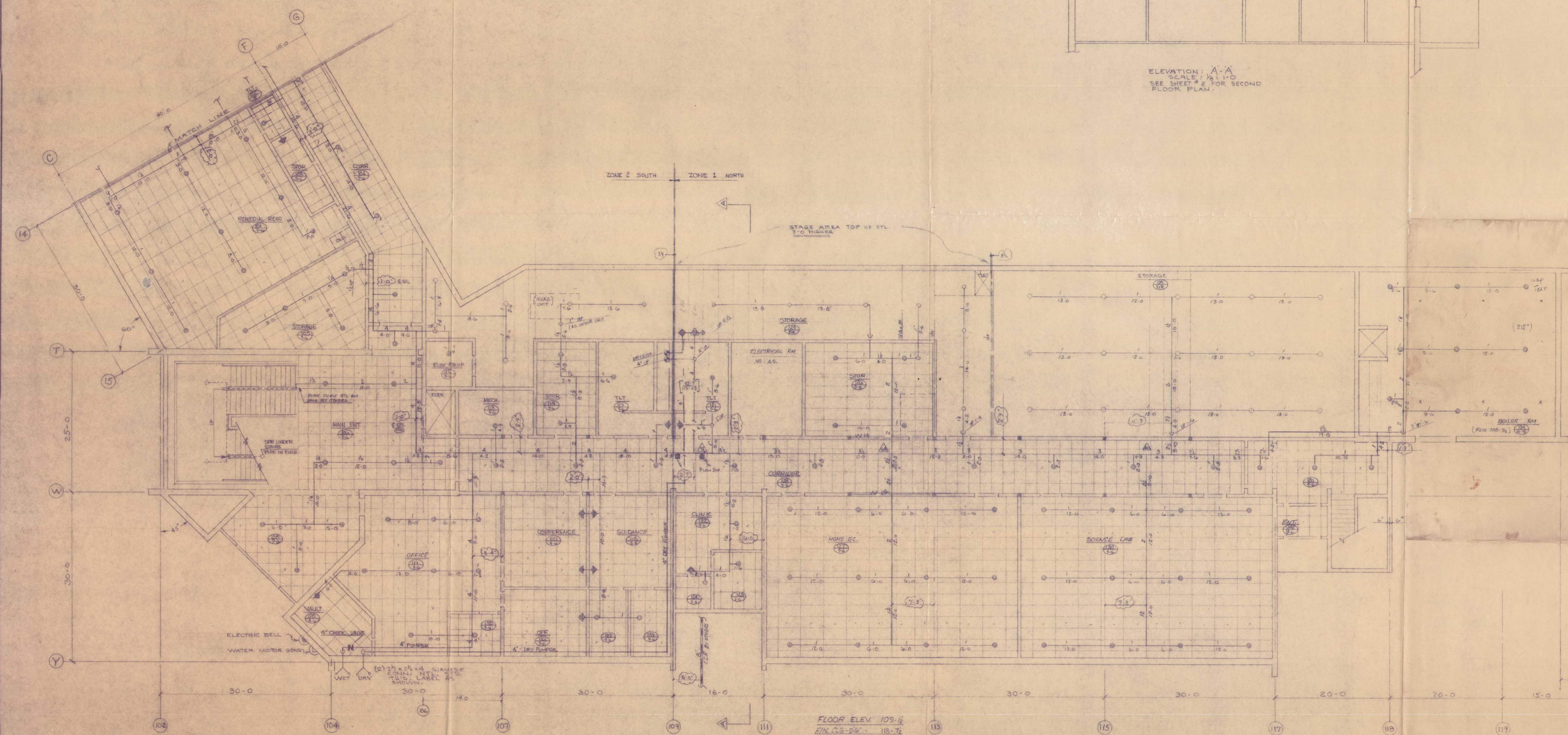
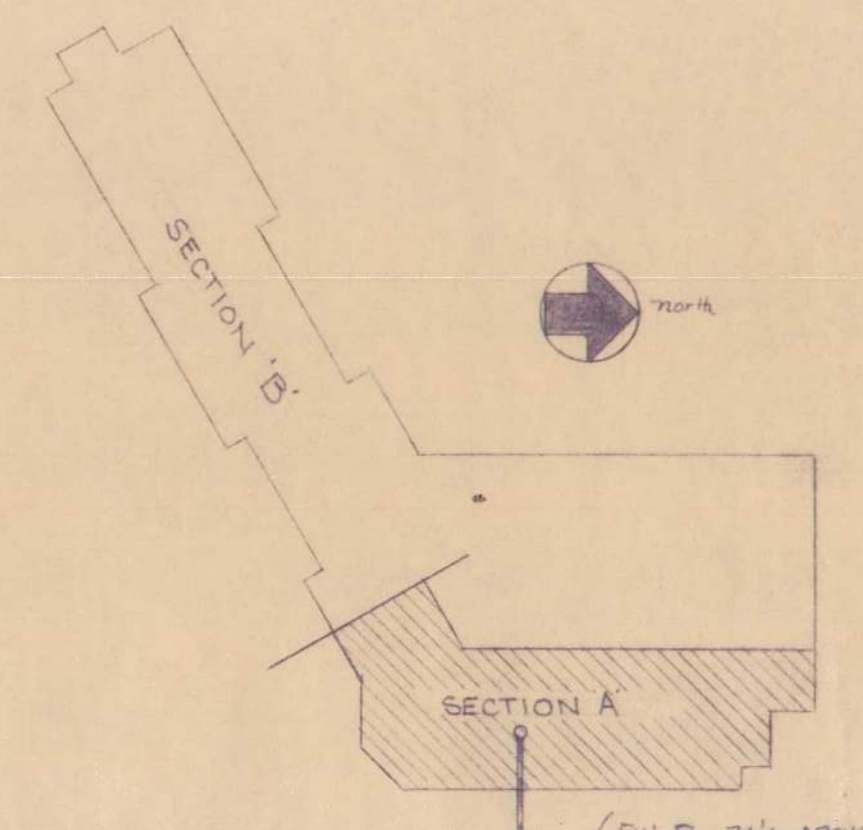
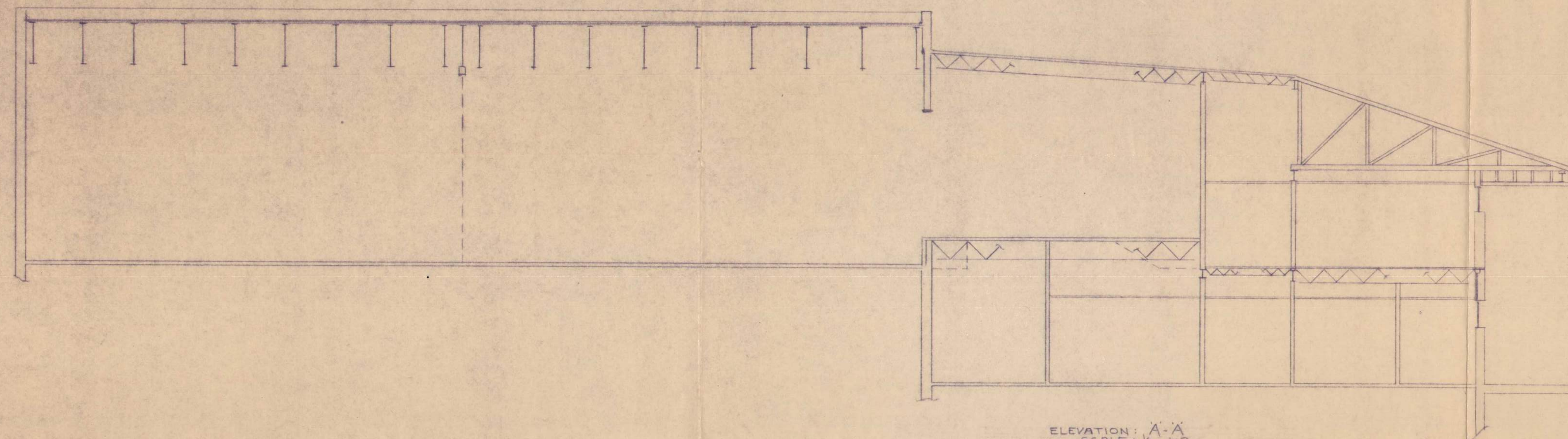
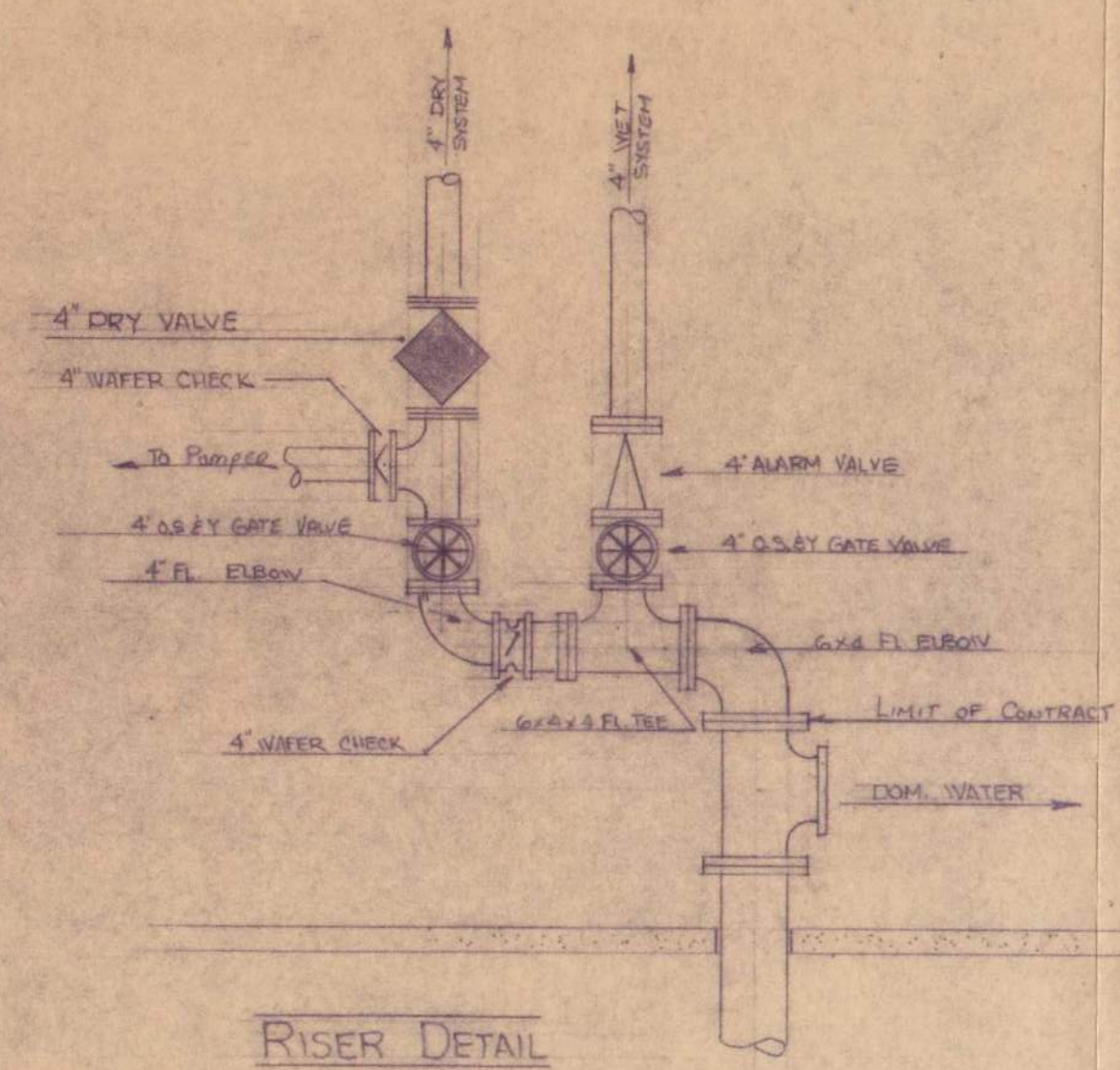


| HANGER LEGEND | | STANDARD SYMBOLS | | STANDARD SYMBOLS | | SPRINKLER HEAD SYMBOLS | | RELIABLE AUTOMATIC SPRINKLER SYSTEM | | MK DATE BY CO-ORD | | REVISIONS—LOCATE BY GRID COORDINATES | | CONTRACT WITH | | UNDERWRITERS | | WATER DATA | | PROJECT | | | | | | | | | |
|-------------------------------|------------------------|------------------|----------------------------|------------------|---------------------------|------------------------|--------|-------------------------------------|--------|-----------------------|--|--------------------------------------|--|---------------|--|--------------|--|------------|--|-------------------------|--|--|--|--|--|--|--|--|--|
| + | —POST INDICATOR VALVE | ⬮ | —ALARM CHECK VALVE | ○ | —UPRIGHT ON 1/2" OUTLET | TYPE & SIZE | | | | | | | | | | | | | | | | | | | | | | | |
| + | —KEY VALVE | ⬮ | —RISER W/ALARM VALVE | ○ | —PENDENT ON 1/2" OUTLET | HEADS | FINISH | MODEL | DEGREE | QTY. | | | | | | | | | | | | | | | | | | | |
| + | —FIRE HYDRANT | ⬮ | —RISER W/DELUGE VALVE | ○ | —UPRIGHT ON 1" OUTLET | UPRIGHT | BR | D | 212 | 12 | | | | | | | | | | | | | | | | | | | |
| + | —FIRE DEPT. CONNECTION | ⬮ | —RISER W/DRY VALVE | ○ | —PENDENT ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —O.S. & Y GATE VALVE | ⬮ | —RISER W/ELEC. FLOW SWITCH | ○ | —DRY PENDENT ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —SWING CHECK VALVE | ⬮ | —WATER MOTOR BELL | ○ | —FLUSH ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —NEW UNDERGROUND | ⬮ | —ELECTRIC BELL | ○ | —SIDEWALL ON 1/2" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —EXIST. UNDERGROUND | ⬮ | —FLUSH FIRE DEPT. CONN. | ○ | —SIDEWALL ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL SPRINKLERS THIS DRAWING | | | | | | | | | | 186 | | | | | | | | | | | | | | | | | | | |
| ADDRESS | | | | | | | | | | CITY | | | | | | | | | | PHONE | | | | | | | | | |
| ARCHITECT | | | | | | | | | | ADDRESS | | | | | | | | | | CITY | | | | | | | | | |
| PHONE | | | | | | | | | | FIRE DEPT. CONN. | | | | | | | | | | ELECTRICAL WIRING | | | | | | | | | |
| | | | | | | | | | | UNDERGROUND | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | EXCAVATION & BACKFILL | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | THRUST BLOCKS | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | PAINTING | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | CUTTING & PATCHING | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | STATIC | | | | | | | | | | RESIDUAL | | | | | | | | | |
| | | | | | | | | | | PITOT | | | | | | | | | | FLOW | | | | | | | | | |
| | | | | | | | | | | DATE | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | SCALE | | | | | | | | | | PROJECT | | | | | | | | | |
| | | | | | | | | | | BOOTHBAY HARBOR | | | | | | | | | | ADDRESS | | | | | | | | | |
| | | | | | | | | | | CITY | | | | | | | | | | BOOTHBAY HARBOR | | | | | | | | | |
| | | | | | | | | | | TITLE | | | | | | | | | | ATTIC AREA PLAN | | | | | | | | | |
| | | | | | | | | | | DRAWN BY | | | | | | | | | | CARPENTER SPRING | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | FIRE PROTECTION SYSTEMS | | | | | | | | | |

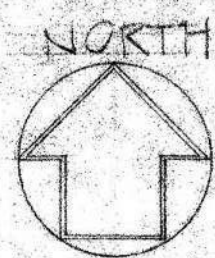
ATTIC MEZZANINES THAT
ARE LACKING
SPRINKLER COVERAGE



| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|--|----------------------------|--|----------------------------|--|----------------------------|--|-------------------------------------|--|--------------------------|--|------|--|-----------------------|--|--------|--|--------------------------------------|--|---------------|--|--------------|--|-----------------------------------|--|------------|--|----------------------|--|-----------------------------------|--|----------------------------------|--|----------|--|----------------------|--|-------|--|----------------------------------|--|-------------|--|-----------|--|---------|--|----------|--|-------------|--|-----|--|---------|--|------|--|
| HANGER LEGEND | | STANDARD SYMBOLS | | STANDARD SYMBOLS | | SPRINKLER HEAD SYMBOLS | | RELIABLE AUTOMATIC SPRINKLER SYSTEM | | MK | | DATE | | BY | | CO-ORD | | REVISIONS—LOCATE BY GRID COORDINATES | | CONTRACT WITH | | UNDERWRITERS | | 1-5-0 or ME. | | WATER DATA | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | ADDRESS | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | |
| —POST INDICATOR VALVE | | —ALARM CHECK VALVE | | —RISER W/ALARM VALVE | | ○ UPRIGHT ON 1/2" OUTLET | | TYPE & SIZE | | 4" ALARM VALVE | | DATE | | FIRE DEPT. CONN. | | BY | | N.E.T. | | STATIC | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —KEY VALVE | | —RISER W/ALARM VALVE | | —RISER W/DELUGE VALVE | | ○ PENDENT ON 1/2" OUTLET | | HEADS | | FINISH MODEL DEGREE QTY. | | DATE | | ELECTRICAL WIRING | | BY | | | | RESIDUAL | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —FIRE HYDRANT | | —RISER W/DELUGE VALVE | | —RISER W/DRY VALVE | | ○ UPRIGHT ON 1" OUTLET | | POUND | | BK CHL D 160° 240 | | DATE | | UNDERGROUND | | BY | | | | PITOT | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —FIRE DEPT. CONNECTION | | —RISER W/DRY VALVE | | —RISER W/ELEC. FLOW SWITCH | | ○ PENDENT ON 1" OUTLET | | BORER | | D 160° 174 | | DATE | | EXCAVATION & BACKFILL | | BY | | | | FLOW | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —O.S. & Y GATE VALVE | | —RISER W/ELEC. FLOW SWITCH | | —WATER MOTOR BELL | | ● DRY PENDENT ON 1" OUTLET | | SIDEWALL | | BK CHL D 160° 2 | | DATE | | THRUST BLOCKS | | BY | | | | DATE | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —SWING CHECK VALVE | | —WATER MOTOR BELL | | —ELECTRIC BELL | | ● FLUSH ON 1" OUTLET | | TOTAL SPRINKLERS THIS DRAWING | | 424 | | DATE | | PAINTING | | BY | | | | BY | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —NEW UNDERGROUND | | —ELECTRIC BELL | | —FLUSH FIRE DEPT. CONN. | | ● FLUSH ON 1" OUTLET | | TOTAL SPRINKLERS THIS DRAWING | | 424 | | DATE | | CUTTING & PATCHING | | BY | | | | BY | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| —EXIST. UNDERGROUND | | —FLUSH FIRE DEPT. CONN. | | | | ● SIDEWALL ON 1/2" OUTLET | | TOTAL SPRINKLERS THIS DRAWING | | 424 | | DATE | | CONTRACT WITH | | | | 1-5-0 or ME. | | WATER DATA | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |
| | | | | | | ● SIDEWALL ON 1" OUTLET | | TOTAL SPRINKLERS THIS DRAWING | | 424 | | DATE | | CONTRACT WITH | | | | 1-5-0 or ME. | | WATER DATA | | PROJECT | | BOOTHBAY HARBOR ELEMENTARY SCHOOL | | 57E. 27 | | BOOTHBAY HARBOR, ME. | | TITLE | | SECOND FLOOR PLAN SECTION A, A-5 | | DRAWN BY | | C. WILSON | | DATE | | 2-JUN-74 | | DRAWING NO. | | 248 | | JOB NO. | | 1974 | | | | | | | | | |



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|---|--|---|--|---|--|--|--|---|--|-------------------------------------|--|--|----|--|------|--|------|--|--------|--|--------------------------------------|--|---|--|--|--|---|--|---|--|---|--|--|--|---------|--|
| SYMBOL | | HANGER LEGEND | | STANDARD SYMBOLS | | STANDARD SYMBOLS | | SPRINKLER HEAD SYMBOLS | | RELIABLE AUTOMATIC SPRINKLER SYSTEM | | | | | MK | | DATE | | BY | | CO-ORD | | REVISIONS—LOCATE BY GRID COORDINATES | | CONTRACT WITH | | UNDERWRITERS | | I.S.O. OF ME. | | NOTES: | | WATER DATA | | PROJECT | |
| 1/2" CLAMP, TWO D. ROD, ADD. RING OR SLEEVES. | | ★ POST INDICATOR VALVE ★ KEY VALVE ★ FIRE HYDRANT ★ FIRE DEPT. CONNECTION ★ O.S. & Y GATE VALVE ★ SWING CHECK VALVE ★ NEW UNDERGROUND ★ EXIST. UNDERGROUND | | ⚡ ALARM CHECK VALVE ⚡ RISER W/ALARM VALVE ⚡ RISER W/DELUGE VALVE ⚡ RISER W/DRY VALVE ⚡ RISER W/ELEC. FLOW SWITCH ⚡ WATER MOTOR BELL ⚡ ELECTRIC BELL ⚡ FLUSH FIRE DEPT. CONN. | | ⦿ UPRIGHT ON 1/2" OUTLET ⦿ PENDENT ON 1/2" OUTLET ⦿ UPRIGHT ON 1" OUTLET ⦿ PENDENT ON 1" OUTLET ⦿ DRY PENDENT ON 1" OUTLET ⦿ FLUSH ON 1" OUTLET ⦿ SIDEWALL ON 1/2" OUTLET ⦿ SIDEWALL ON 1" OUTLET | | TYPE & SIZE HEADS FINISH MODEL DEGREE QTY. PENDENT BRON. D 160° 57 UPRIGHT BRON. D 2 1/2" 3 UPRIGHT BRON. D 160° 69 SIDEWALL BRON. D 160° 10 TOTAL SPRINKLERS THIS DRAWING 135 | | | | | MK | | DATE | | BY | | CO-ORD | | REVISIONS—LOCATE BY GRID COORDINATES | | RICHARD R. STORER & SONS, INC. ADDRESS BOX 208 CITY DANABURG, CT. 06810 PHONE 860-344-1111 ARCHITECT SCAL, DEPIETER, WARD, INC. ADDRESS 16 CARRAGE CT. CITY BOSTON, MA 02116 PHONE 617-552-1111 | | FIRE DEPT. CONN. ELECTRICAL WIRING BY ELECTRICAL CONT. UNDERGROUND BY G.C. EXCAVATION & BACKFILL BY G.C. THRUST BLOCKS BY G.C. PAINTING BY G.C. CUTTING & PATCHING BY G.C. | | I.S.O. OF ME. N.S.T. ELECTRICAL CONT. G.C. G.C. G.C. G.C. | | 1. ALL PIPING TRAPPED IN EXCESS OF 5 GAL. WILL HAVE 1" DRAIN VALVE. 2. CAPACITY OF DRY SYSTEM = 667.6 GAL. | | STATIC: 75 PSI RESIDUAL: 24 PSI PITOT FLOW: 840 GPM DATE: 3-24-76 BY: WATER DEPT. BOOTHBAY HARBOR, ME. | | BOOTHBAY HARBOR ELEMENTARY SCHOOL ADDRESS BOOTHBAY HARBOR, ME. TITLE FIRST FLOOR PLAN SECTION 'A' A.S. DRAWN BY: C. WARD DATE: 2 JULY 76 DRAWING NO. 1 OF 6 JOB NO. 1914 | | | |



ATTIC MEZZANINES THAT
ARE LACKING
SPRINKLER COVERAGE

KEY TO REFERENCE NUMBERS

LEGEND

- CONCRETE
- CONCRETE BLOCK
- BRICK
- 1/2" METAL STUD
- 1/2" METAL STUD W/ 1/2" LATH AND IMPERIAL PLASTER, EACH FACE (1" MIN.) UNLESS NOTED OTHERWISE
- 1/2" METAL STUD W/ 1/2" LATH AND IMPERIAL PLASTER, EACH FACE (1" MIN.) UNLESS NOTED OTHERWISE

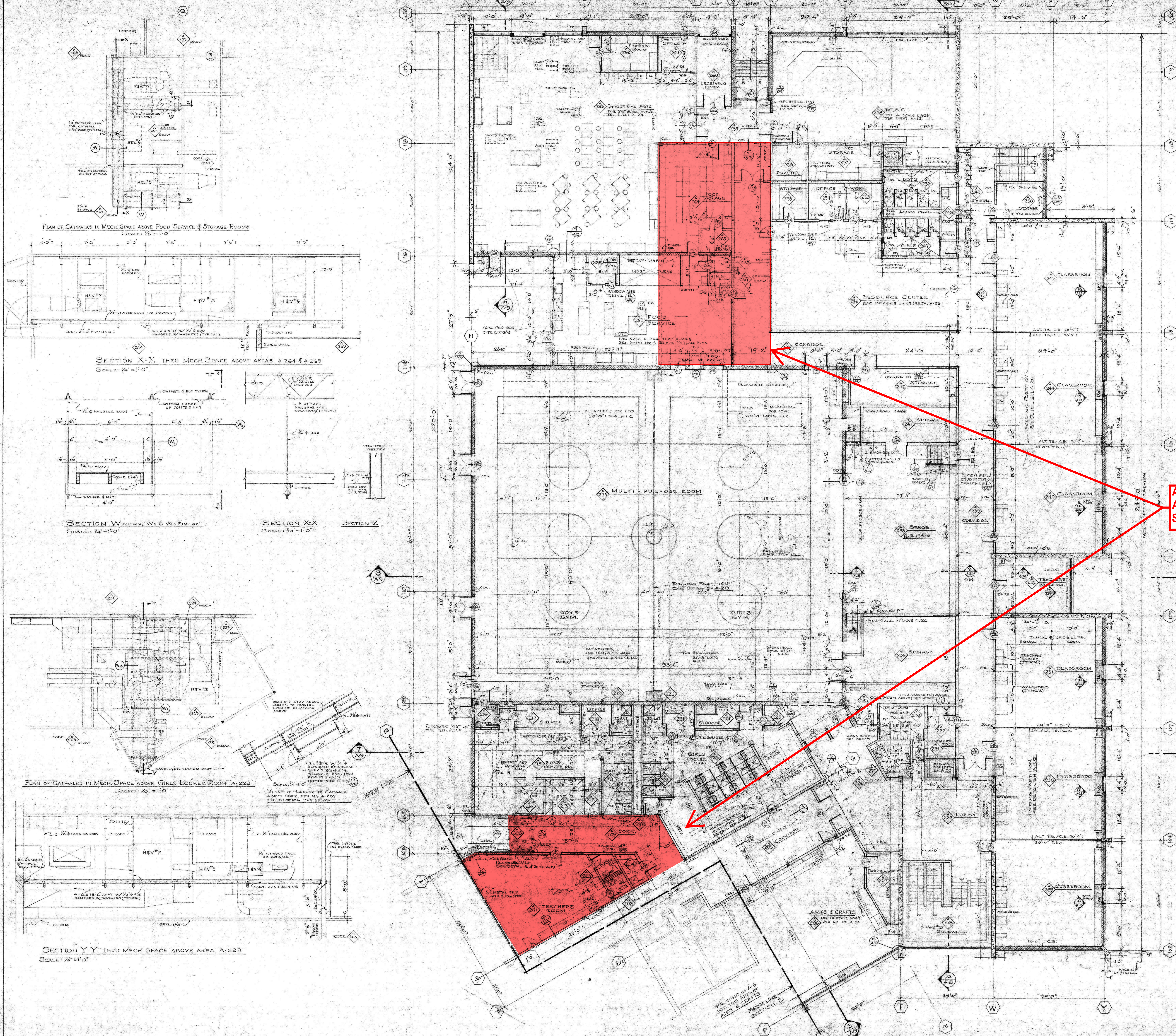
WORK OF PUBLIC SAFETY
SCHOOL ADMINISTRATIVE UNIT
SCHOOL OF HEALTH & WELFARE
BUREAU OF FIRE PREVENTION
BUREAU OF BUILDING INSPECTION



BEAL, DEPETER, WARD, INC.
ARCHITECTS

ELEMENTARY
SCHOOL
SECTION A

16 CASCO STREET, PORTLAND, MAINE

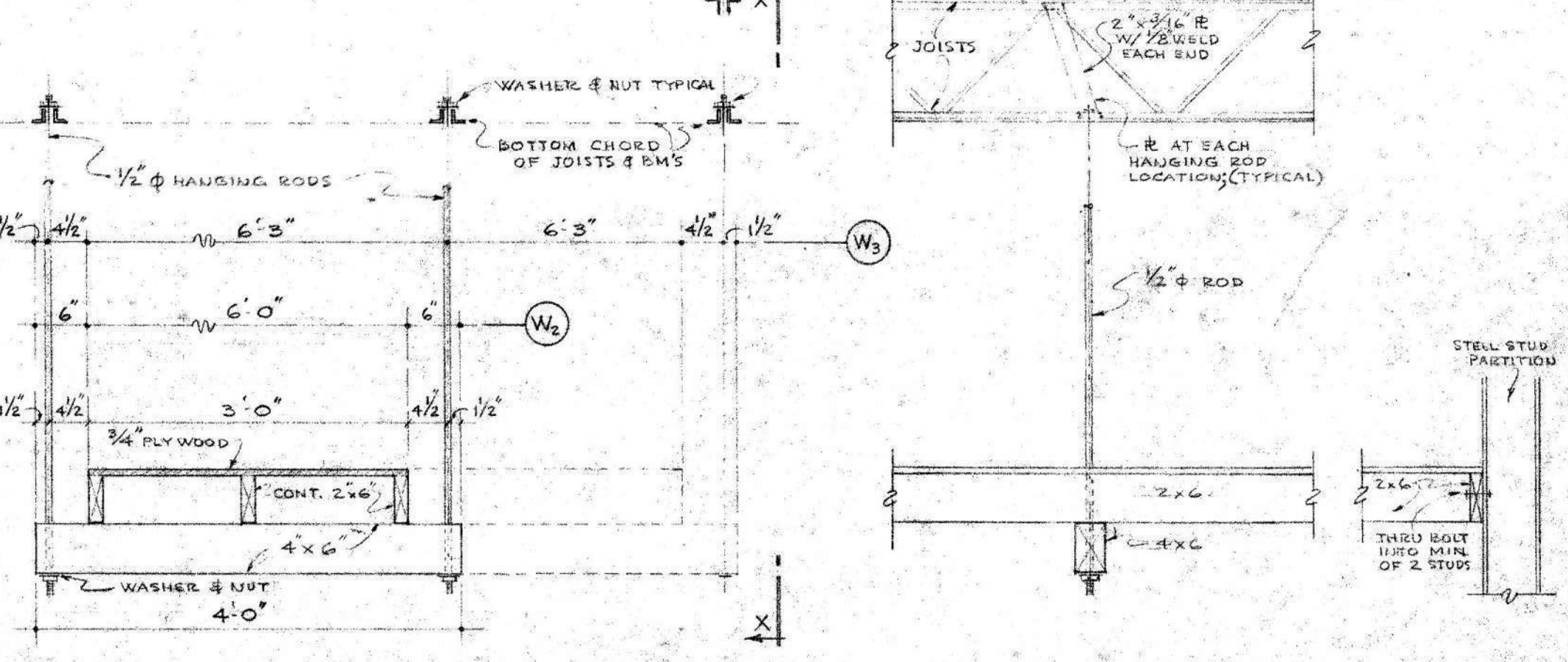


PLAN OF CATWALKS IN MECH. SPACE ABOVE FOOD SERVICE & STORAGE ROOMS

SCALE: 1/8" = 1'-0"

SECTION X-X THRU MECH. SPACE ABOVE AREAS A-26 & A-25

SCALE: 3/4" = 1'-0"



SECTION W-W SHOWN, W-2 & W-3 SIMILAR

SCALE: 3/4" = 1'-0"

SECTION X-X

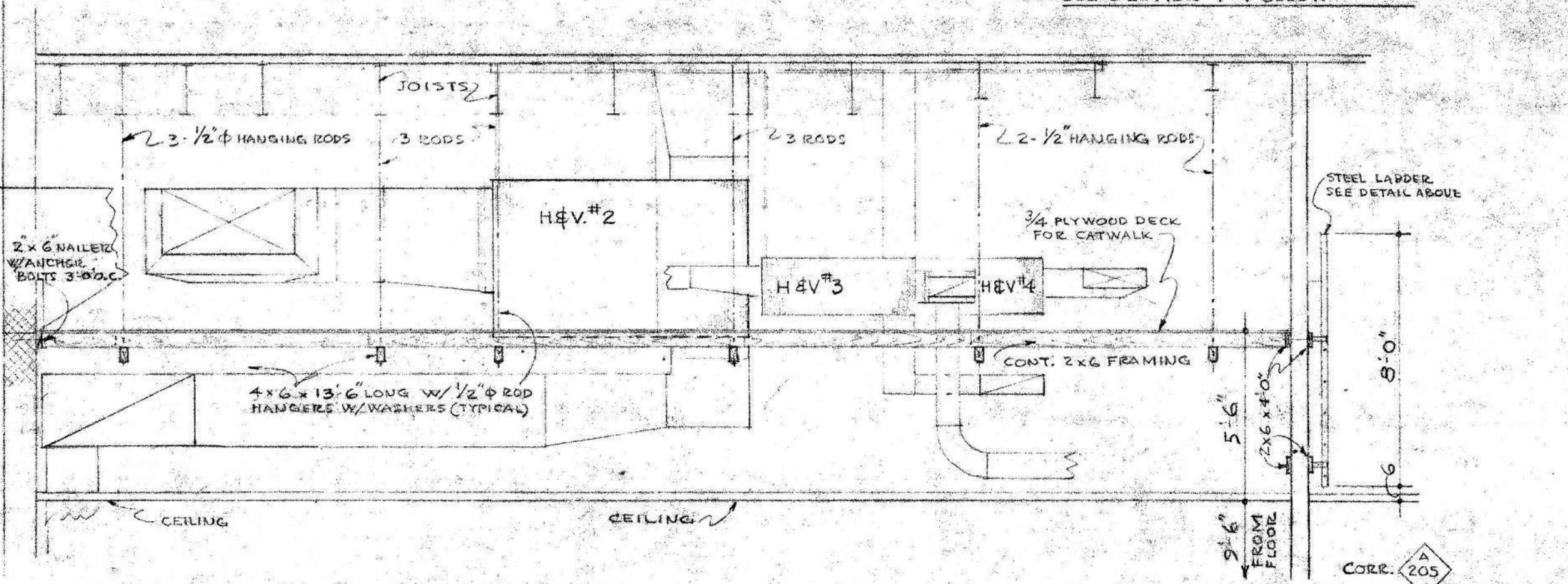
SCALE: 3/4" = 1'-0"

SECTION Z-Z

SCALE: 3/4" = 1'-0"

PLAN OF CATWALKS IN MECH. SPACE ABOVE GIRLS LOCKER ROOM A-223

SCALE: 1/8" = 1'-0"



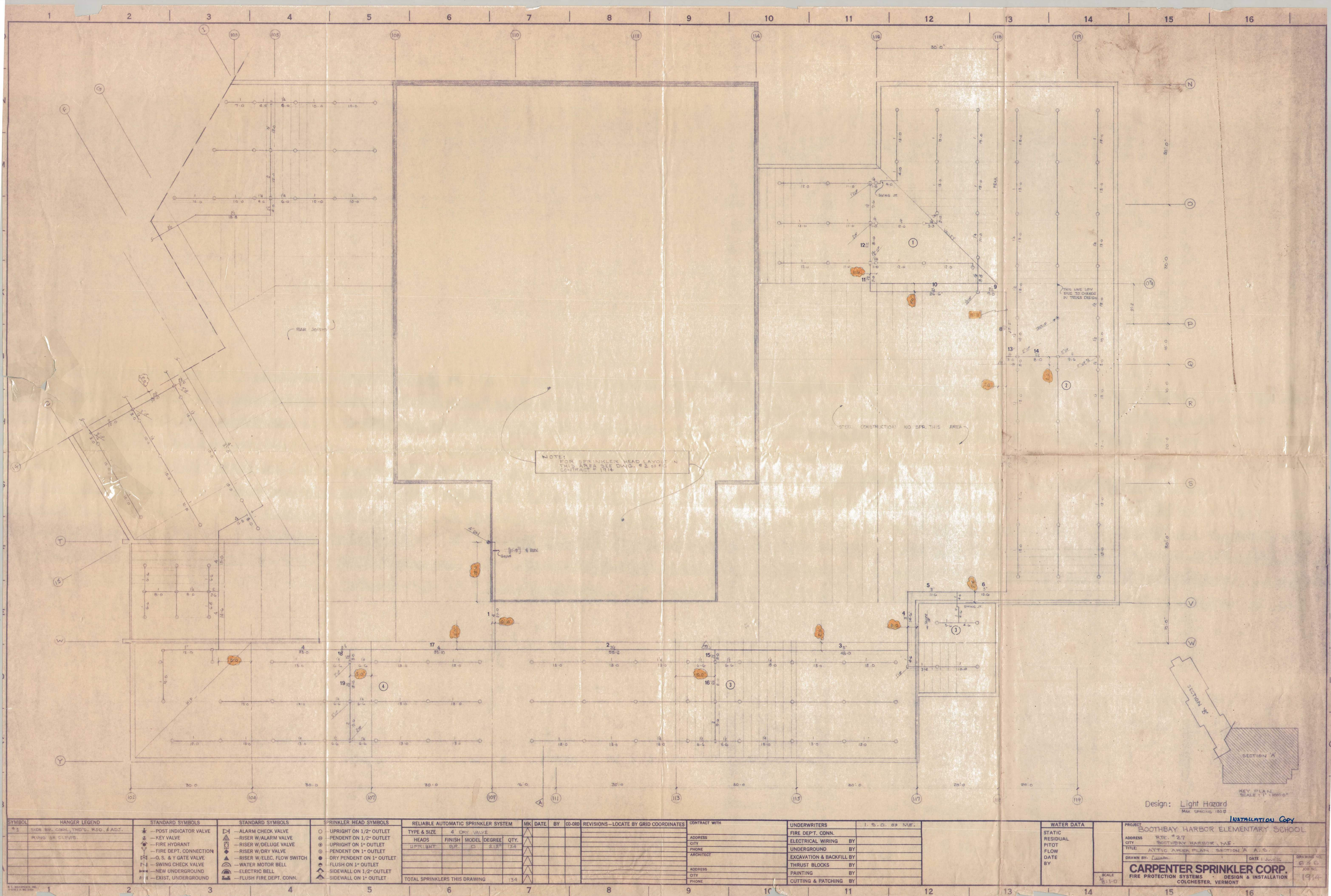
SECTION Y-Y THRU MECH. SPACE ABOVE AREA A-223

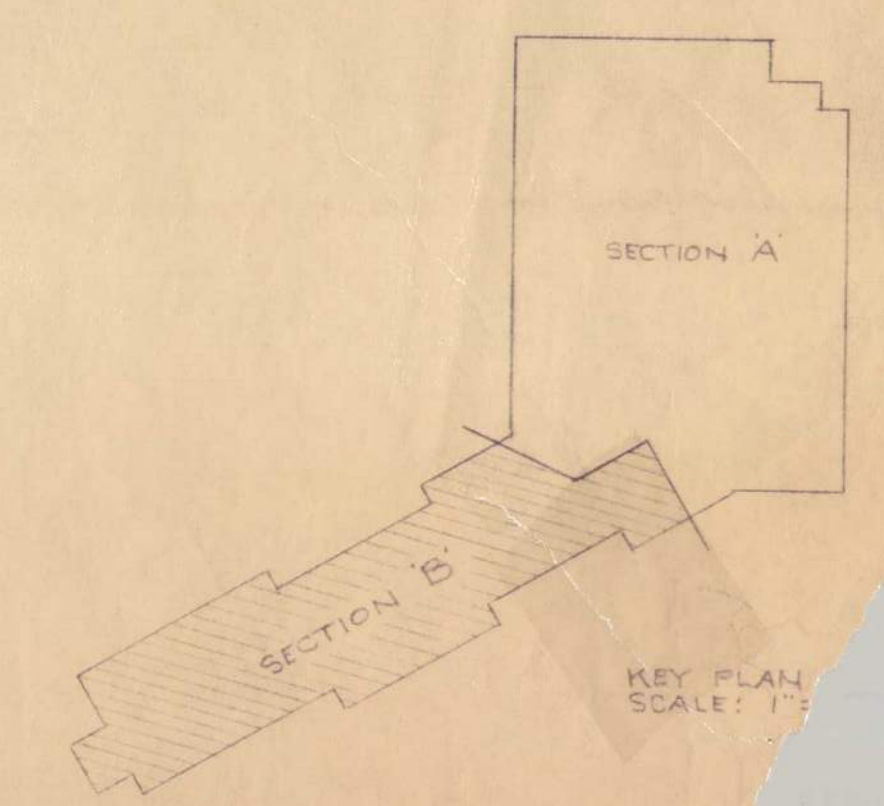
SCALE: 1/4" = 1'-0"





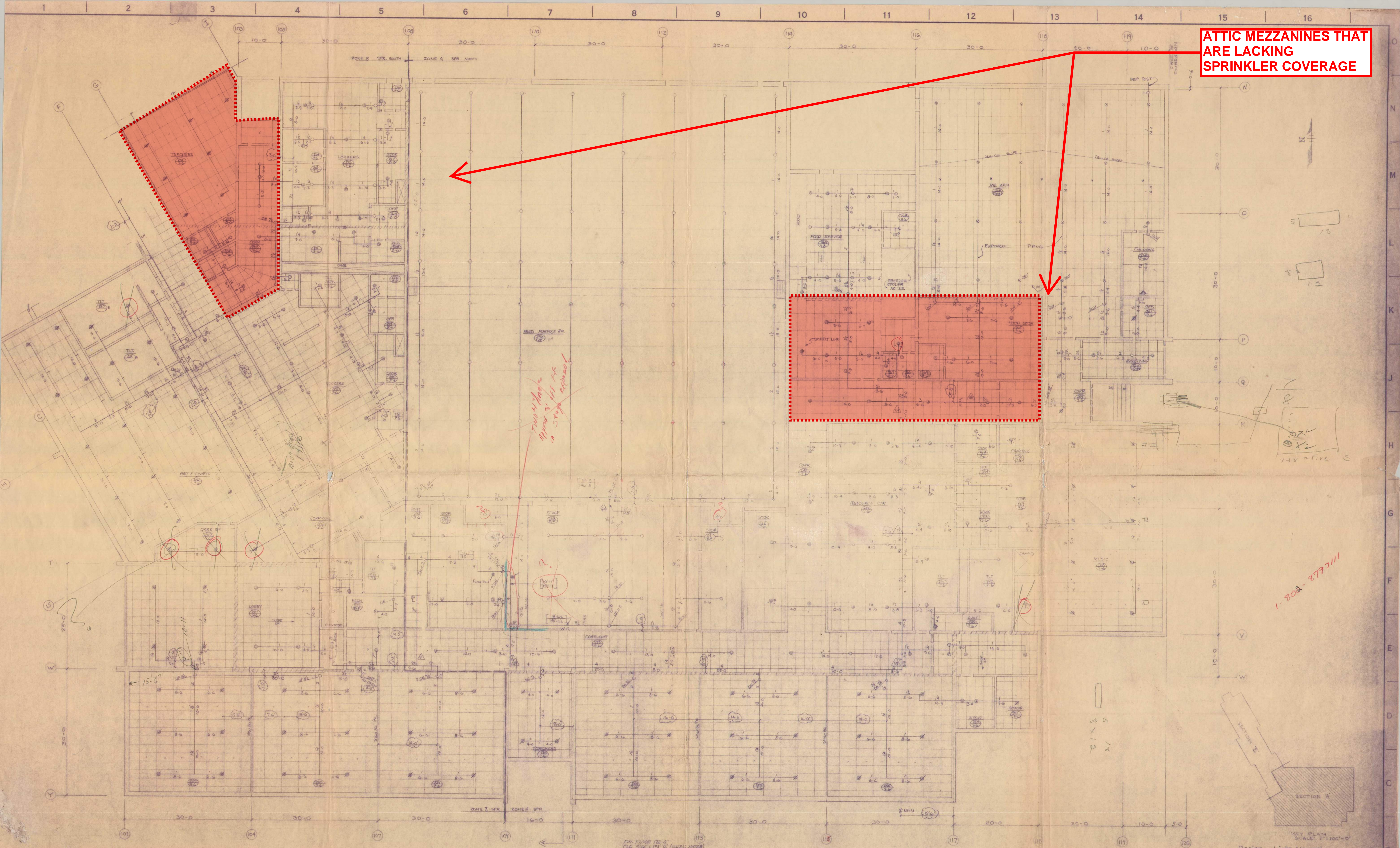
DRAWINGS AVAILABLE IN REVIT 2022 FORMAT



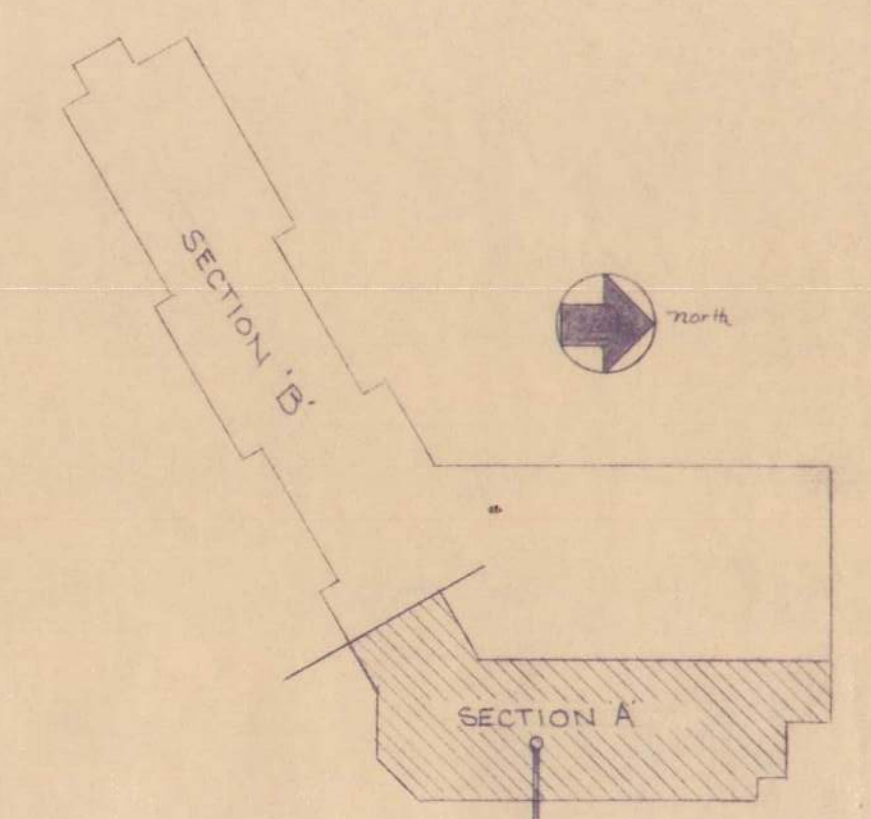


| HANGER LEGEND | | STANDARD SYMBOLS | | STANDARD SYMBOLS | | SPRINKLER HEAD SYMBOLS | | RELIABLE AUTOMATIC SPRINKLER SYSTEM | | MK DATE BY CO-ORD | | REVISIONS—LOCATE BY GRID COORDINATES | | CONTRACT WITH | | UNDERWRITERS | | WATER DATA | | PROJECT | | | | | | | | | |
|-------------------------------|------------------------|------------------|----------------------------|------------------|---------------------------|------------------------|--------|-------------------------------------|--------|-------------------------|--|--------------------------------------|--|---------------|--|--------------|--|------------|--|---------------------|--|--|--|--|--|--|--|--|--|
| + | —POST INDICATOR VALVE | ⬮ | —ALARM CHECK VALVE | ○ | —UPRIGHT ON 1/2" OUTLET | TYPE & SIZE | | | | | | | | | | | | | | | | | | | | | | | |
| + | —KEY VALVE | ⬮ | —RISER W/ALARM VALVE | ○ | —PENDENT ON 1/2" OUTLET | HEADS | FINISH | MODEL | DEGREE | QTY. | | | | | | | | | | | | | | | | | | | |
| + | —FIRE HYDRANT | ⬮ | —RISER W/DELUGE VALVE | ○ | —UPRIGHT ON 1" OUTLET | UPRIGHT | BR | D | 212 | 12 | | | | | | | | | | | | | | | | | | | |
| + | —FIRE DEPT. CONNECTION | ⬮ | —RISER W/DRY VALVE | ○ | —PENDENT ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —O.S. & Y GATE VALVE | ⬮ | —RISER W/ELEC. FLOW SWITCH | ○ | —DRY PENDENT ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —SWING CHECK VALVE | ⬮ | —WATER MOTOR BELL | ○ | —FLUSH ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —NEW UNDERGROUND | ⬮ | —ELECTRIC BELL | ○ | —SIDEWALL ON 1/2" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| + | —EXIST. UNDERGROUND | ⬮ | —FLUSH FIRE DEPT. CONN. | ○ | —SIDEWALL ON 1" OUTLET | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL SPRINKLERS THIS DRAWING | | | | | | | | | | 186 | | | | | | | | | | | | | | | | | | | |
| ADDRESS | | | | | | | | | | CITY | | | | | | | | | | PHONE | | | | | | | | | |
| ARCHITECT | | | | | | | | | | ADDRESS | | | | | | | | | | CITY | | | | | | | | | |
| PHONE | | | | | | | | | | FIRE DEPT. CONN. | | | | | | | | | | ELECTRICAL WIRING | | | | | | | | | |
| | | | | | | | | | | UNDERGROUND | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | EXCAVATION & BACKFILL | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | THRUST BLOCKS | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | PAINTING | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | CUTTING & PATCHING | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | STATIC | | | | | | | | | | RESIDUAL | | | | | | | | | |
| | | | | | | | | | | PITOT | | | | | | | | | | FLOW | | | | | | | | | |
| | | | | | | | | | | DATE | | | | | | | | | | BY | | | | | | | | | |
| | | | | | | | | | | SCALE | | | | | | | | | | PROJECT | | | | | | | | | |
| | | | | | | | | | | BOOTHBAY HARBOR | | | | | | | | | | ADDRESS | | | | | | | | | |
| | | | | | | | | | | CITY | | | | | | | | | | BOOTHBAY HARBOR | | | | | | | | | |
| | | | | | | | | | | TITLE | | | | | | | | | | ATTIC AREA PLAN | | | | | | | | | |
| | | | | | | | | | | DRAWN BY | | | | | | | | | | CARPENTER SPRINKLER | | | | | | | | | |
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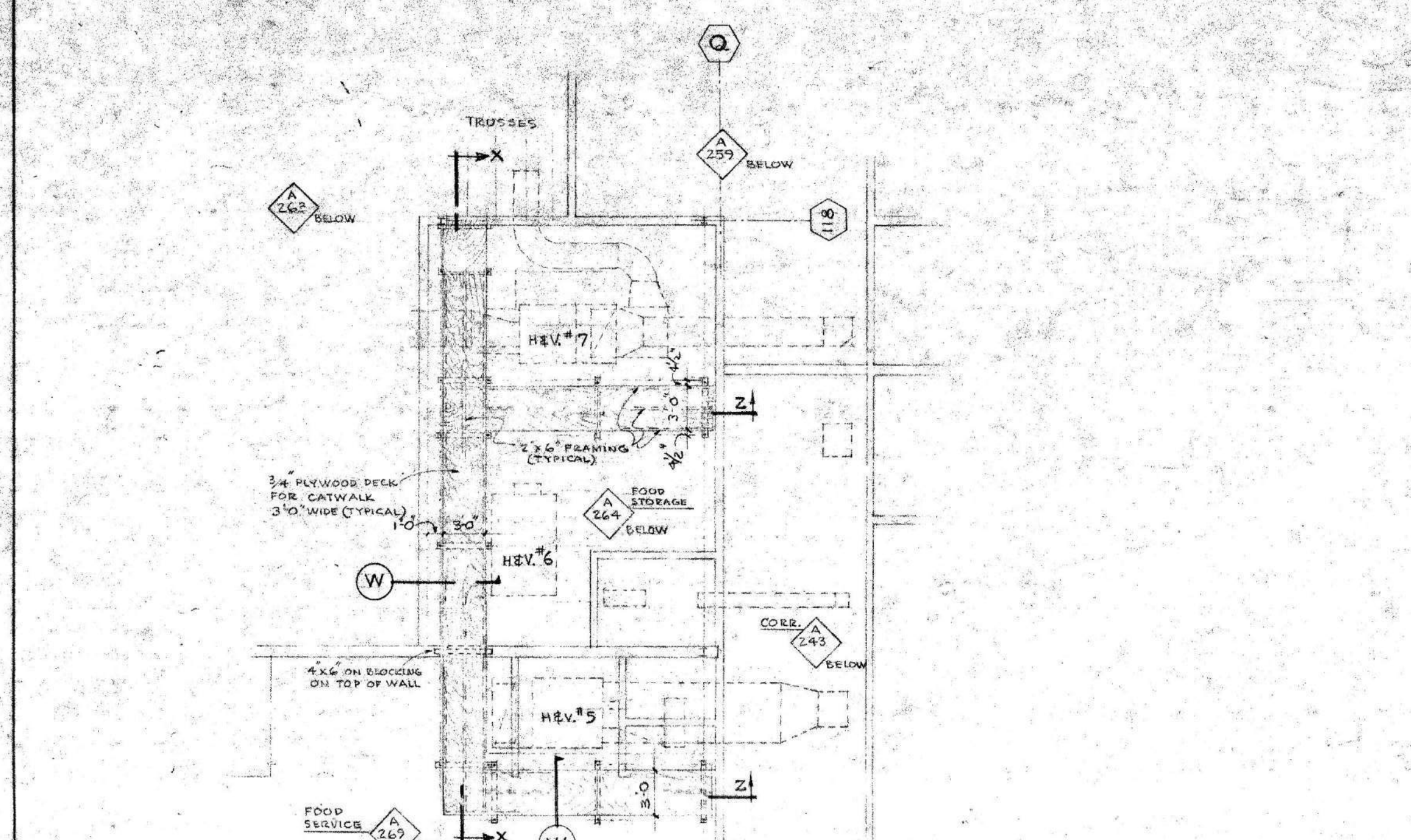
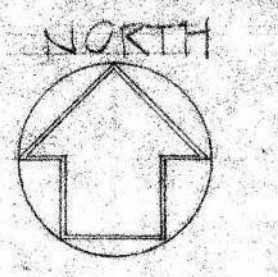
ATTIC MEZZANINES THAT ARE LACKING SPRINKLER COVERAGE



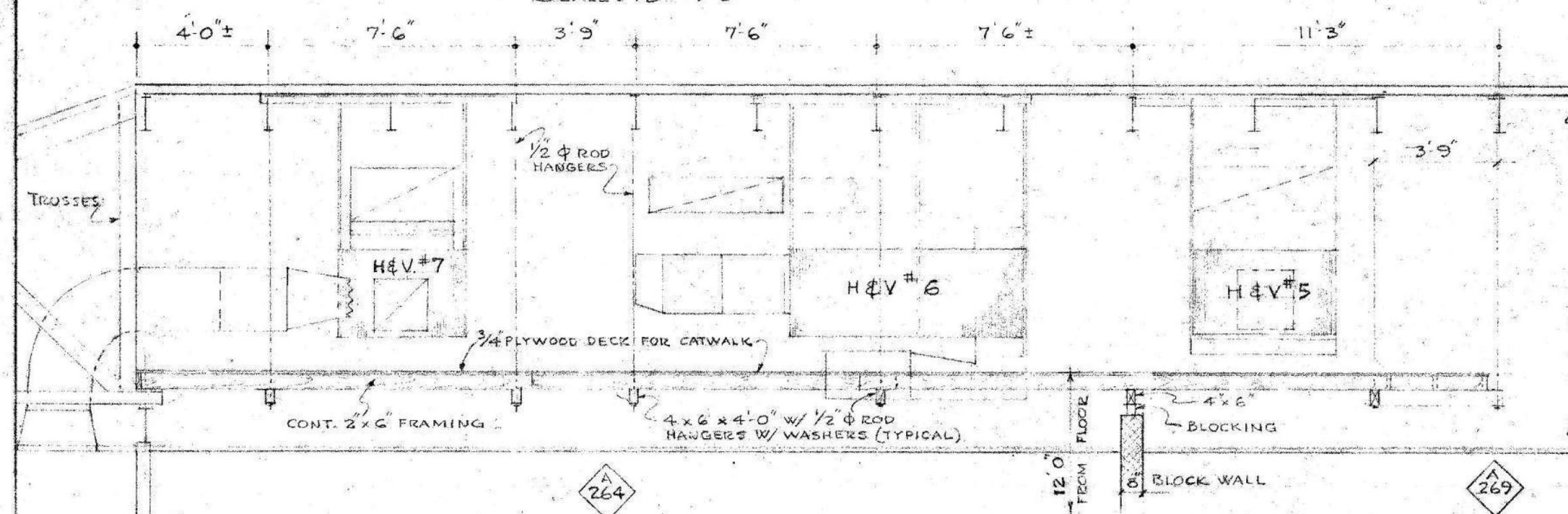
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| 1 | | 2 | | 3 | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 13 | | 14 | | 15 | | 16 | | 17 | | 18 | | 19 | | 20 | | 21 | | 22 | | 23 | | 24 | | 25 | | 26 | | 27 | | 28 | | 29 | | 30 | | 31 | | 32 | | 33 | | 34 | | 35 | | 36 | | 37 | | 38 | | 39 | | 40 | | 41 | | 42 | | 43 | | 44 | | 45 | | 46 | | 47 | | 48 | | 49 | | 50 | | 51 | | 52 | | 53 | | 54 | | 55 | | 56 | | 57 | | 58 | | 59 | | 60 | | 61 | | 62 | | 63 | | 64 | | 65 | | 66 | | 67 | | 68 | | 69 | | 70 | | 71 | | 72 | | 73 | | 74 | | 75 | | 76 | | 77 | | 78 | | 79 | | 80 | | 81 | | 82 | | 83 | | 84 | | 85 | | 86 | | 87 | | 88 | | 89 | | 90 | | 91 | | 92 | | 93 | | 94 | | 95 | | 96 | | 97 | | 98 | | 99 | | 100 | | 101 | | 102 | | 103 | | 104 | | 105 | | 106 | | 107 | | 108 | | 109 | | 110 | | 111 | | 112 | | 113 | | 114 | | 115 | | 116 | | 117 | | 118 | | 119 | | 120 | | 121 | | 122 | | 123 | | 124 | | 125 | | 126 | | 127 | | 128 | | 129 | | 130 | | 131 | | 132 | | 133 | | 134 | | 135 | | 136 | | 137 | | 138 | | 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264 | | 265 | | 266 | | 267 | | 268 | | 269 | | 270 | | 271 | | 272 | | 273 | | 274 | | 275 | | 276 | | 277 | | 278 | | 279 | | 280 | | 281 | | 282 | | 283 | | 284 | | 285 | | 286 | | 287 | | 288 | | 289 | | 290 | | 291 | | 292 | | 293 | | 294 | | 295 | | 296 | | 297 | | 298 | | 299 | | 300 | | 301 | | 302 | | 303 | | 304 | | 305 | | 306 | | 307 | | 308 | | 309 | | 310 | | 311 | | 312 | | 313 | | 314 | | 315 | | 316 | | 317 | | 318 | | 319 | | 320 | | 321 | | 322 | | 323 | | 324 | | 325 | | 326 | | 327 | | 328 | | 329 | | 330 | | 331 | | 332 | | 333 | | 334 | | 335 | | 336 | | 337 | | 338 | | 339 | | 340 | | 341 | | 342 | | 343 | | 344 | | 345 | | 346 | | 347 | | 348 | | 349 | | 350 | | 351 | | 352 | | 353 | | 354 | | 355 | | 356 | | 357 | | 358 | | 359 | | 360 | | 361 | | 362 | | 363 | | 364 | | 365 | | 366 | | 367 | | 368 | | 369 | | 370 | | 371 | | 372 | | 373 | | 374 | | 375 | | 376 | | 377 | | 378 | | 379 | | 380 | | 381 | | 382 | | 383 | | 384 | | 385 | | 386 | | 387 | | 388 | | 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639 | | 640 | | 641 | | 642 | | 643 | | 644 | | 645 | | 646 | | 647 | | 648 | | 649 | | 650 | | 651 | | 652 | | 653 | | 654 | | 655 | | 656 | | 657 | | 658 | | 659 | | 660 | | 661 | | 662 | | 663 | | 664 | | 665 | | 666 | | 667 | | 668 | | 669 | | 670 | | 671 | | 672 | | 673 | | 674 | | 675 | | 676 | | 677 | | 678 | | 679 | | 680 | | 681 | | 682 | | 683 | | 684 | | 685 | | 686 | | 687 | | 688 | | 689 | | 690 | | 691 | | 692 | | 693 | | 694 | | 695 | | 696 | | 697 | | 698 | | 699 | | 700 | | 701 | | 702 | | 703 | | 704 | | 705 | | 706 | | 707 | | 708 | | 709 | | 710 | | 711 | | 712 | | 713 | | 714 | | 715 | | 716 | | 717 | | 718 | | 719 | | 720 | | 721 | | 722 | | 723 | | 724 | | 725 | | 726 | | 727 | | 728 | | 729 | | 730 | | 731 | | 732 | | 733 | | 734 | | 735 | | 736 | | 737 | | 738 | | 739 | | 740 | | 741 | | 742 | | 743 | | 744 | | 745 | | 746 | | 747 | | 748 | | 749 | | 750 | | 751 | | 752 | | 753 | | 754 | | 755 | | 756 | | 757 | | 758 | | 759 | | 760 | | 761 | | 762 | | 763 | | 764 | | 765 | | 766 | | 767 | | 768 | | 769 | | 770 | | 771 | | 772 | | 773 | | 774 | | 775 | | 776 | | 777 | | 778 | | 779 | | 780 | | 781 | | 782 | | 783 | | 784 | | 785 | | 786 | | 787 | | 788 | | 789 | | 790 | | 791 | | 792 | | 793 | | 794 | | 795 | | 796 | | 797 | | 798 | | 799 | | 800 | | 801 | | 802 | | 803 | | 804 | | 805 | | 806 | | 807 | | 808 | | 809 | | 810 | | 811 | | 812 | | 813 | | 814 | | 815 | | 816 | | 817 | | 818 | | 819 | | 820 | | 821 | | 822 | | 823 | | 824 | | 825 | | 826 | | 827 | | 828 | | 829 | | 830 | | 831 | | 832 | | 833 | | 834 | | 835 | | 836 | | 837 | | 838 | | 839 | | 840 | | 841 | | 842 | | 843 | | 844 | | 845 | | 846 | | 847 | | 848 | | 849 | | 850 | | 851 | | 852 | | 853 | | 854 | | 855 | | 856 | | 857 | | 858 | | 859 | | 860 | | 861 | | 862 | | 863 | | 864 | | 865 | | 866 | | 867 | | 868 | | 869 | | 870 | | 871 | | 872 | | 873 | | 874 | | 875 | | 876 | | 877 | | 878 | | 879 | | 880 | | 881 | | 882 | | 883 | | 884 | | 885 | | 886 | | 887 | | 888 | | 889 | | 890 | | 891 | | 892 | | 893 | | 894 | | 895 | | 896 | | 897 | | 898 | | 899 | | 900 | | 901 | | 902 | | 903 | | 904 | | 905 | | 906 | | 907 | | 908 | | 909 | | 910 | | 911 | | 912 | | 913 | | 914 | | 915 | | 916 | | 917 | | 918 | | 919 | | 920 | | 921 | | 922 | | 923 | | 924 | | 925 | | 926 | | 927 | | 928 | | 929 | | 930 | | 931 | | 932 | | 933 | | 934 | | 935 | | 936 | | 937 | | 938 | | 939 | | 940 | | 941 | | 942 | | 943 | | 944 | | 945 | | 946 | | 947 | | 948 | | 949 | | 950 | | 951 | | 952 | | 953 | | 954 | | 955 | | 956 | | 957 | | 958 | | 959 | | 960 | | 961 | | 962 | | 963 | | 964 | | 965 | | 966 | | 967 | | 968 | | 969 | | 970 | | 971 | | 972 | | 973 | | 974 | | 975 | | 976 | | 977 | | 978 | | 979 | | 980 | | 981 | | 982 | | 983 | | 984 | | 985 | | 986 | | 987 | | 988 | | 989 | | 990 | | 991 | | 992 | | 993 | | 994 | | 995 | | 996 | | 997 | | 998 | | 999 | | 1000 | | 1001 | | 1002 | | 1003 | | 1004 | | 1005 | | 1006 | | 1007 | | 1008 | | 1009 | | 1010 | | 1011 | | 1012 | | 1013 | | 1014 | | 1015 | | 1016 | | 1017 | | 1018 | | 1019 | | 1020 | | 1021 | | 1022 | | 1023 | | 1024 | | 1025 | | 1026 | | 1027 | | 1028 | | 1029 | | 1030 | | 1031 | | 1032 | | 1033 | | 1034 | | 1035 | | 1036 | | 1037 | | 1038 | | 1039 | | 1040 | | 1041 | | 1042 | | 1043 | | 1044 | | 1045 | | 1046 | | 1047 | | 1048 | | 1049 | | 1050 | | 1051 | | 1052 | | 1053 | | 1054 | | 1055 | | 1056 | | 1057 | | 1058 | | 1059 | | 1060 | | 1061 | | 1062 | | 1063 | | 1064 | | 1065 | | 1066 | | 1067 | | 1068 | | 1069 | | 1070 | | 1071 | | 1072 | | 1073 | | 1074 | | 1075 | | 1076 | | 1077 | | 1078 | | 1079 | | 1080 | | 1081 | | 1082 | | 1083 | | 1084 | | 1085 | | 1086 | | 1087 | | 1088 | | 1089 | | 1090 | | 1091 | | 1092 | | 1093 | | 1094 | | 1095 | | 1096 | | 1097 | | 1098 | | 1099 | | 1100 | | 1101 | | 1102 | | 1103 | |



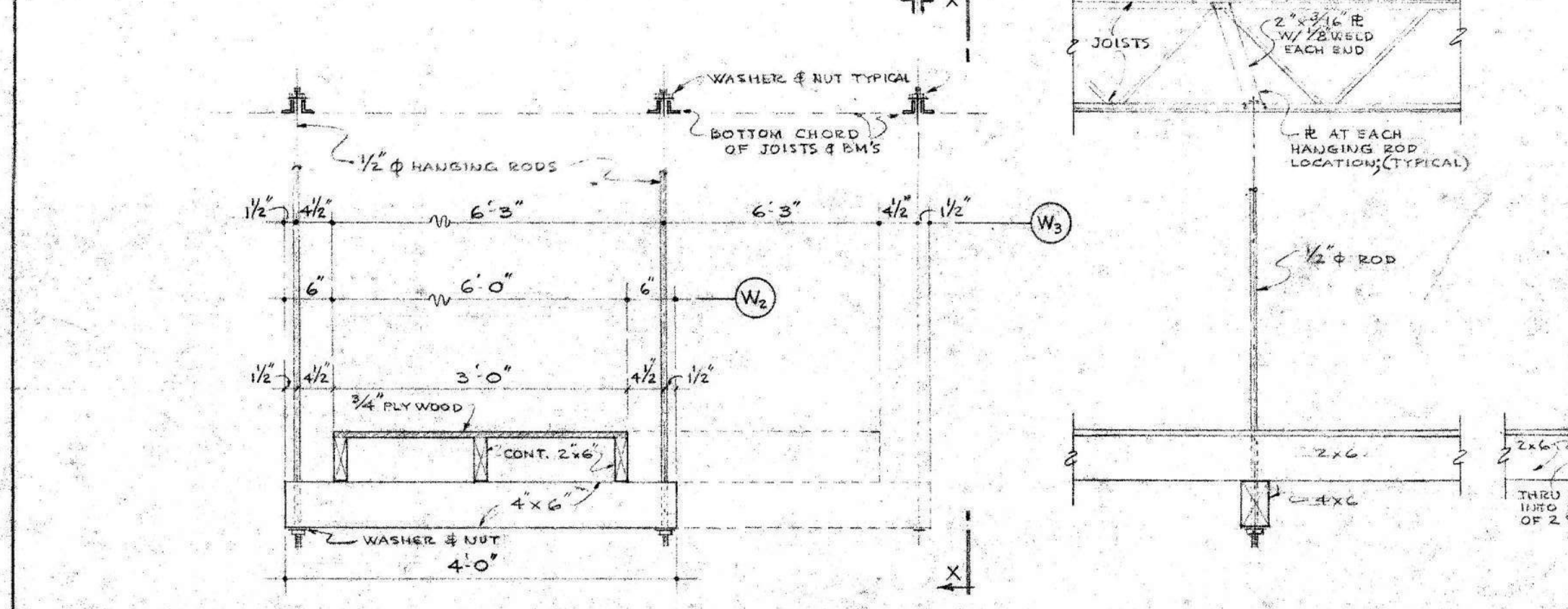
| SYMBOL | | HANGER LEGEND | | STANDARD SYMBOLS | | STANDARD SYMBOLS | | SPRINKLER HEAD SYMBOLS | | RELIABLE AUTOMATIC SPRINKLER SYSTEM | | | | | | MK | | DATE | BY | CO-ORD. | REVISIONS—LOCATE BY GRID COORDINATES | | CONTRACT WITH | | UNDERWRITERS | | I.S.O. SE ME. | | NOTES: | | WATER DATA | | PROJECT | | | | | | | |
|--------------------------------------|--|---|--|---|--|--|--|---|--|-------------------------------------|--|--|--|---|--|----|--|------|----|---------|--------------------------------------|--|---------------|--|--------------|--|---------------|--|--|--|--|--|---|--|---|--|--|--|--|--|
| 10-GAL. HOOD ROD HANGING OR SERVICE. | | ★ POST INDICATOR VALVE — RISKY W/ALARM VALVE — FIRE HYDRANT — FIRE DEPT. CONNECTION — O.S. & Y GATE VALVE — SWING CHECK VALVE — NEW UNDERGROUND — EXIST. UNDERGROUND | | ⚠ ALARM CHECK VALVE — RISER W/ALARM VALVE — RISER W/DUPLICATE VALVE — RISER W/DY VALVE — RISER W/ELEC. FLOW SWITCH — WATER MOTOR BELL — ELECTRIC BELL — FLUSH FIRE DEPT. CONN. | | ○ — UPRIGHT ON 1/2" OUTLET ● — PENDENT ON 1/2" OUTLET ○ — UPRIGHT ON 1" OUTLET ● — PENDENT ON 1" OUTLET ● — DRY PENDENT ON 1" OUTLET ○ — FLUSH ON 1" OUTLET ▲ — SIDEWALL ON 1/2" OUTLET ▲ — SIDEWALL ON 1" OUTLET | | TYPE & SIZE HEADS PENDENT UPRIGHT SIDEWALL TOTAL SPRINKLERS THIS DRAWING | | | | | | FINISH MODEL DEGREE QTY. BRONZ D 160° 8 BRASS D 2 1/2 9 BRONZ D 160° 9 BRONZ D 160° 10 135 | | | | | | | | | | | | | | RICHARD K. STORER & SONS, INC. ADDRESS BOX 208 CITY DAMARISCOTTA, ME. 04543 PHONE ARCHTCT BEAL, DEETER, WARD, INC. ADDRESS CITY PORTLAND, ME. PHONE | FIRE DEPT. CONN. ELECTRICAL WIRING BY UNDERGROUND BY EXCAVATION & BACKFILL BY THRUST BLOCKS BY PAINTING BY CUTTING & PATCHING BY | | N.E.T. ELECTRICAL CONT. G.C. G.C. G.C. G.C. | | 1. ALL PIPING TRAPPED IN RIDGES OF 5 GAL. 2. ALL HAVE 1" DRAIN VALVES 3. CAPACITY OF DRY SYSTEM = 669 G. GAL. | | STATIC: 75 PSI RESIDUAL: 24 PSI PITOT FLOW: 890 GPM DATE 3-24-76 BY WATER DESIG. ROBERT A. ARNO M.E. | | DRAWN BY: LUNEN DATE 2 JULY 76 SCALE 1/8" = 1'-0" | | BOOTHBAY HARBOR ELEMENTARY SCHOOL ADDRESS CITY BOOTHBAY HARBOR, ME. TITLE: FIRST FLOOR PLAN SECTION "A" A.S. DRAWING NO. 1 of 3 JOB NO. 1914 | |



PLAN OF CATWALKS IN MECH. SPACE ABOVE FOOD SERVICE & STORAGE ROOMS
SCALE: 1/8" = 1'-0"



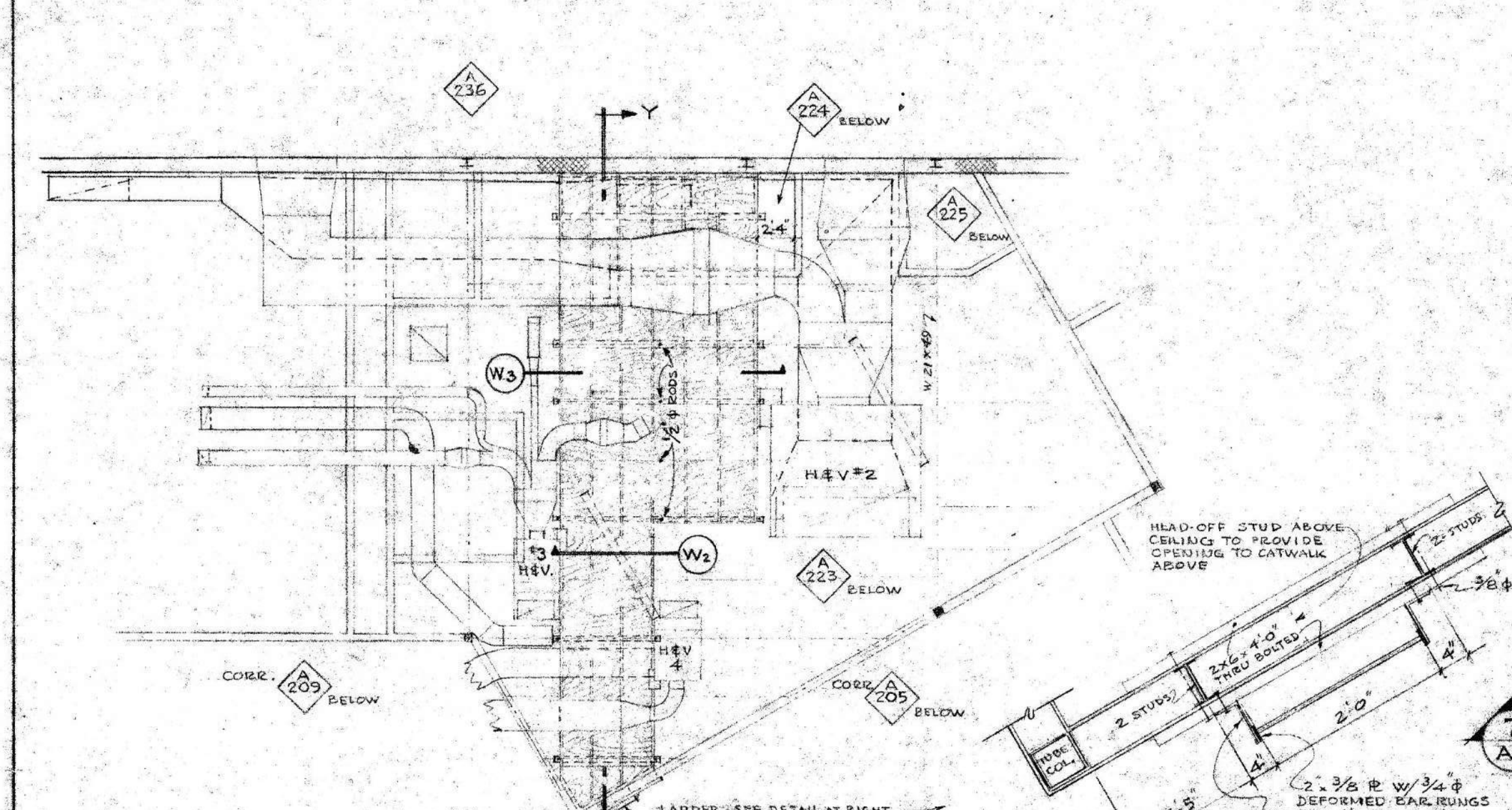
SECTION X-X THRU MECH. SPACE ABOVE AREAS A-26 & A-25
SCALE: 3/4" = 1'-0"



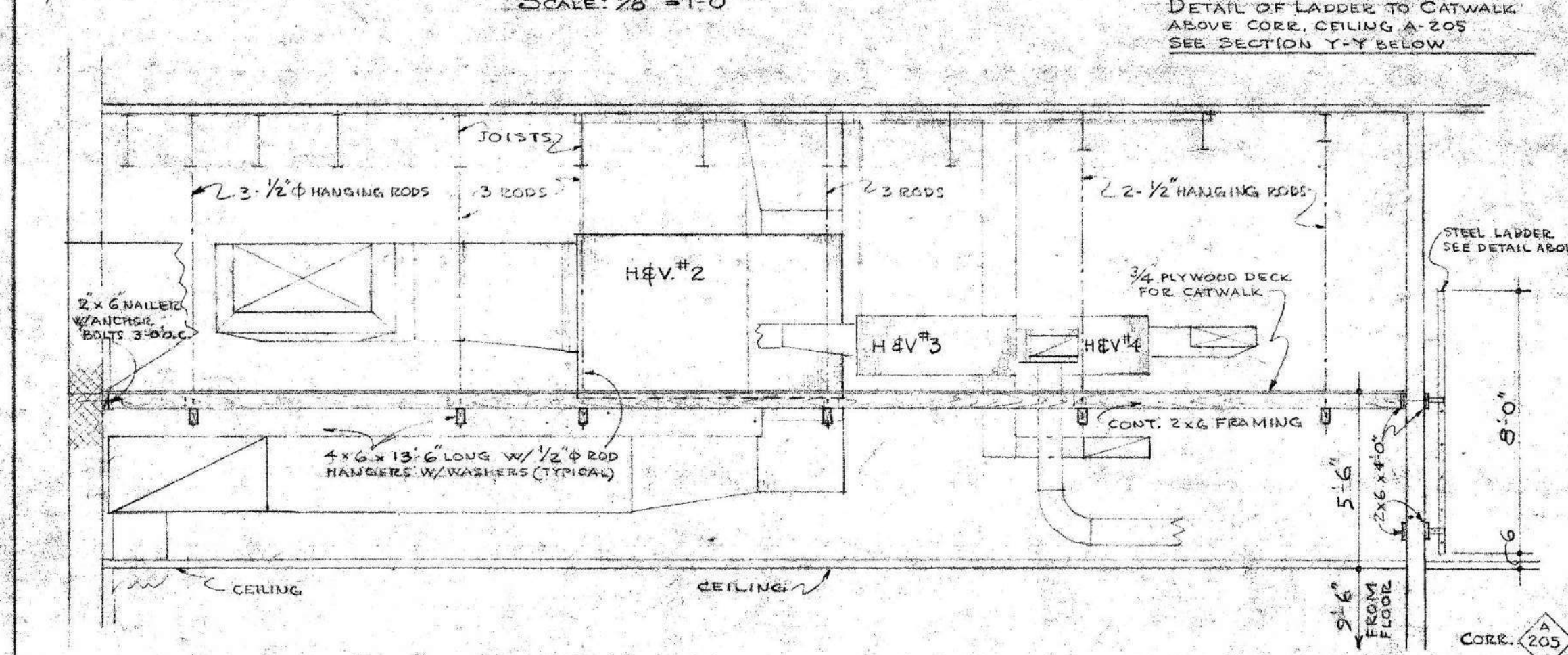
SECTION W-W THRU MECH. SPACE ABOVE AREAS A-26 & A-25
SCALE: 3/4" = 1'-0"



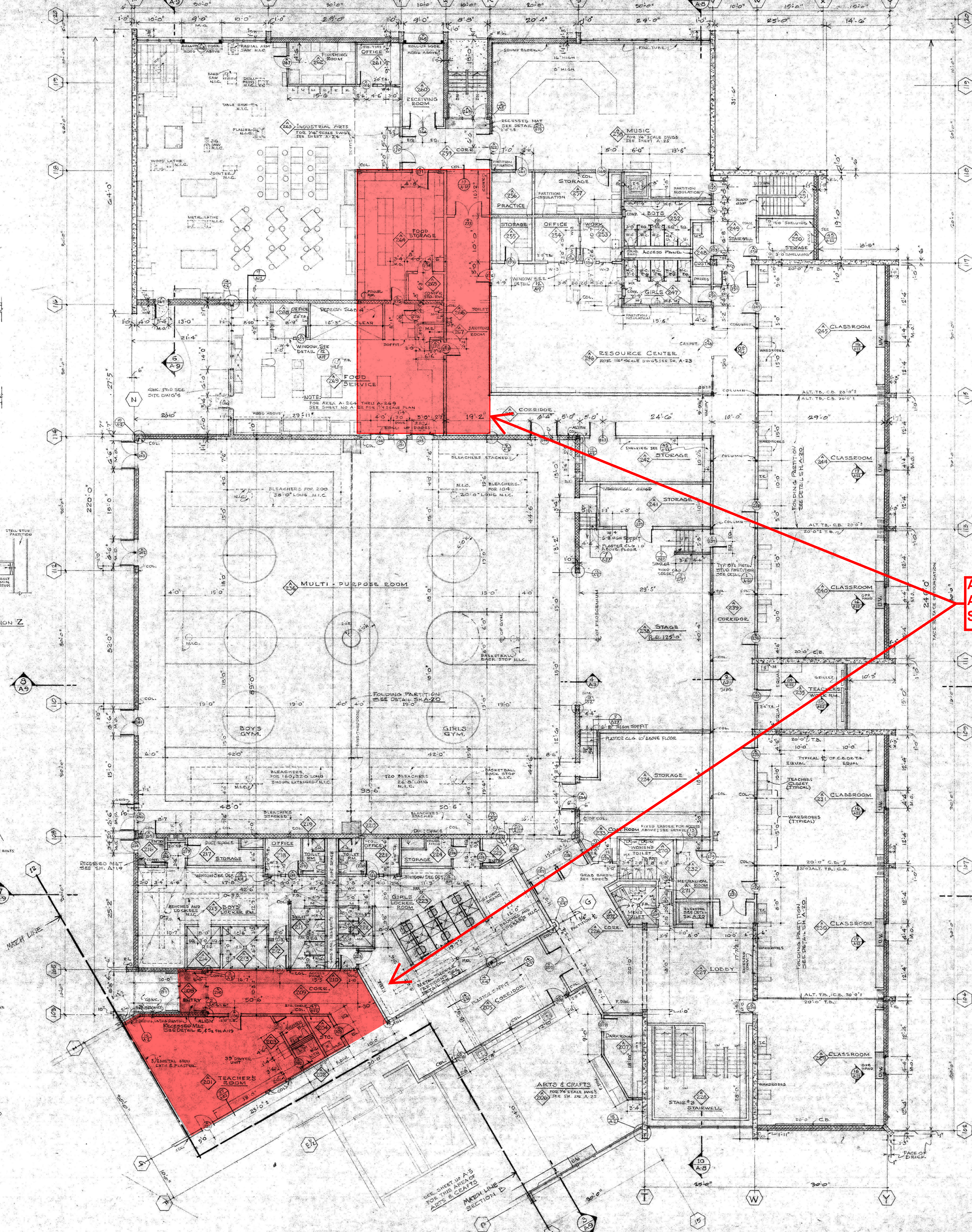
SECTION Y-Y THRU MECH. SPACE ABOVE AREA A-223
SCALE: 3/4" = 1'-0"



PLAN OF CATWALKS IN MECH. SPACE ABOVE GIRLS LOCKER ROOM A-223
SCALE: 1/8" = 1'-0"



SECTION Y-Y THRU MECH. SPACE ABOVE AREA A-223
SCALE: 3/4" = 1'-0"



ATTIC MEZZANINES THAT
ARE LACKING
SPRINKLER COVERAGE

KEY TO REFERENCE NUMBERS
DETAIL NUMBER
SHEET NO. DETAIL IS ON

LEGEND

- CONCRETE
- CONCRETE BLOCK
- BRICK
- 1/2" METAL STUD
- 1/2" METAL STUD W/ 1/2" LATH AND IMPERIAL PLASTER, EACH FACE (TYPICAL) UNLESS NOTED OTHERWISE
- 1/2" METAL STUD W/ 1/2" LATH AND IMPERIAL PLASTER, EACH FACE (TYPICAL) UNLESS NOTED OTHERWISE

WORK OF PUBLIC SAFETY
SCHOOL ADMINISTRATIVE UNIT
SCHOOL OF HEALTH & WELFARE
BUREAU OF FIRE PREVENTION
BUREAU OF BUILDING INSPECTION

BEAL, DEPIETER, WARD, INC.
ARCHITECTS
16 CASCO STREET, PORTLAND, MAINE

SECOND FLOOR
ELEMENTARY SCHOOL
PLAN
SECTION A



BOOTHBAY-BOOTHBAY HARBOR CSD

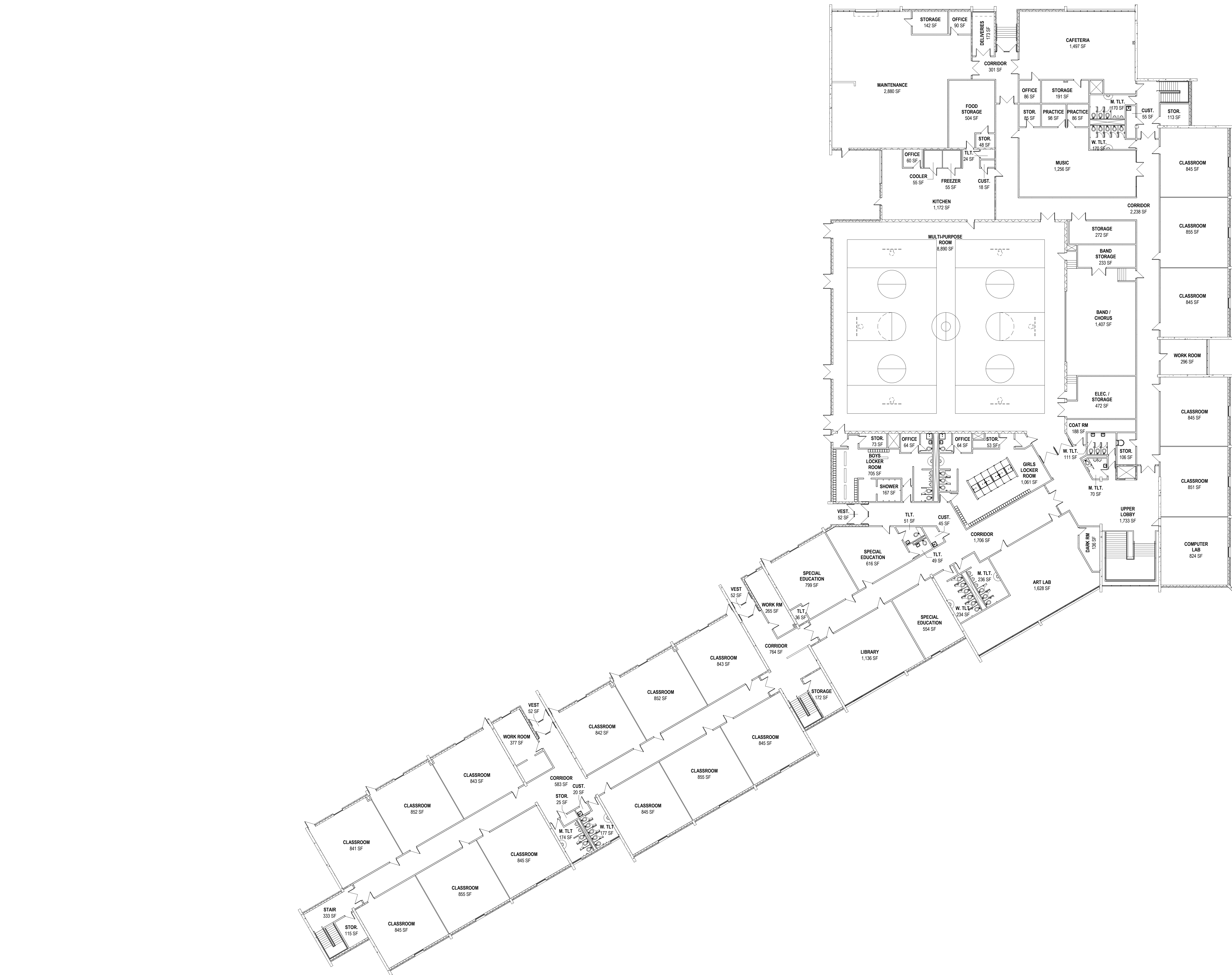
BOOTHBAY REGION ELEMENTARY SCHOOL

LOWER LEVEL

SCALE: 1/16" = 1'-0"

11-10-2021

LAVALLEE BRENSINGER ARCHITECTS



BOOTHBAY-BOOTHBAY HARBOR CSD

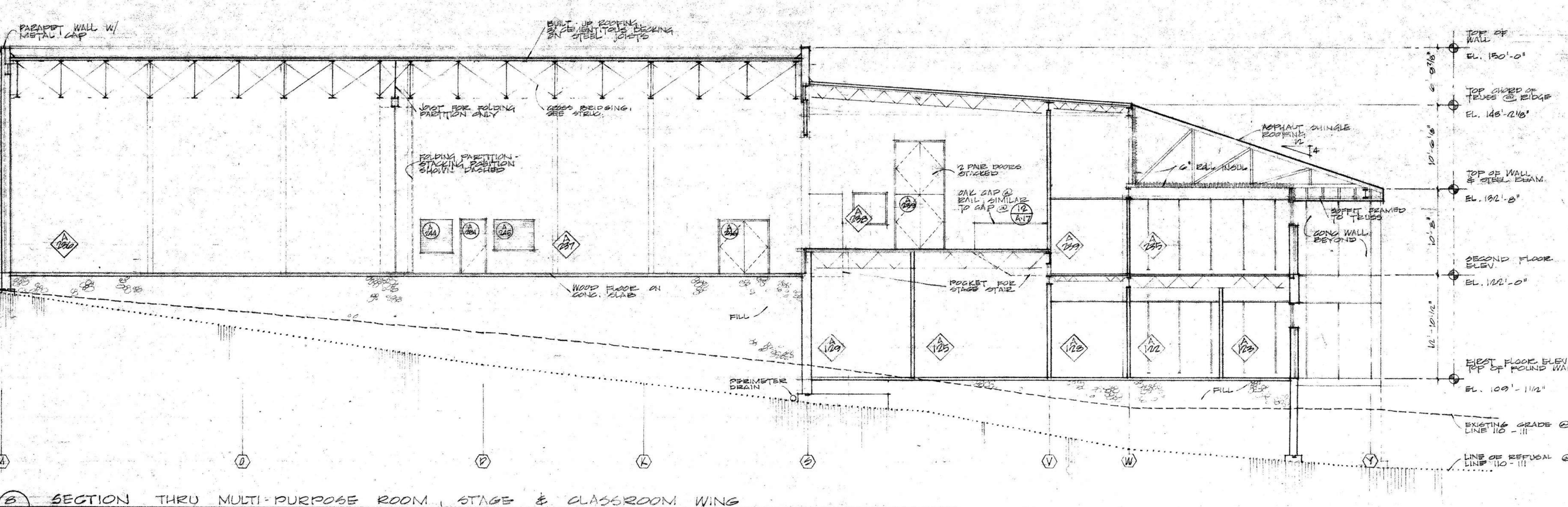
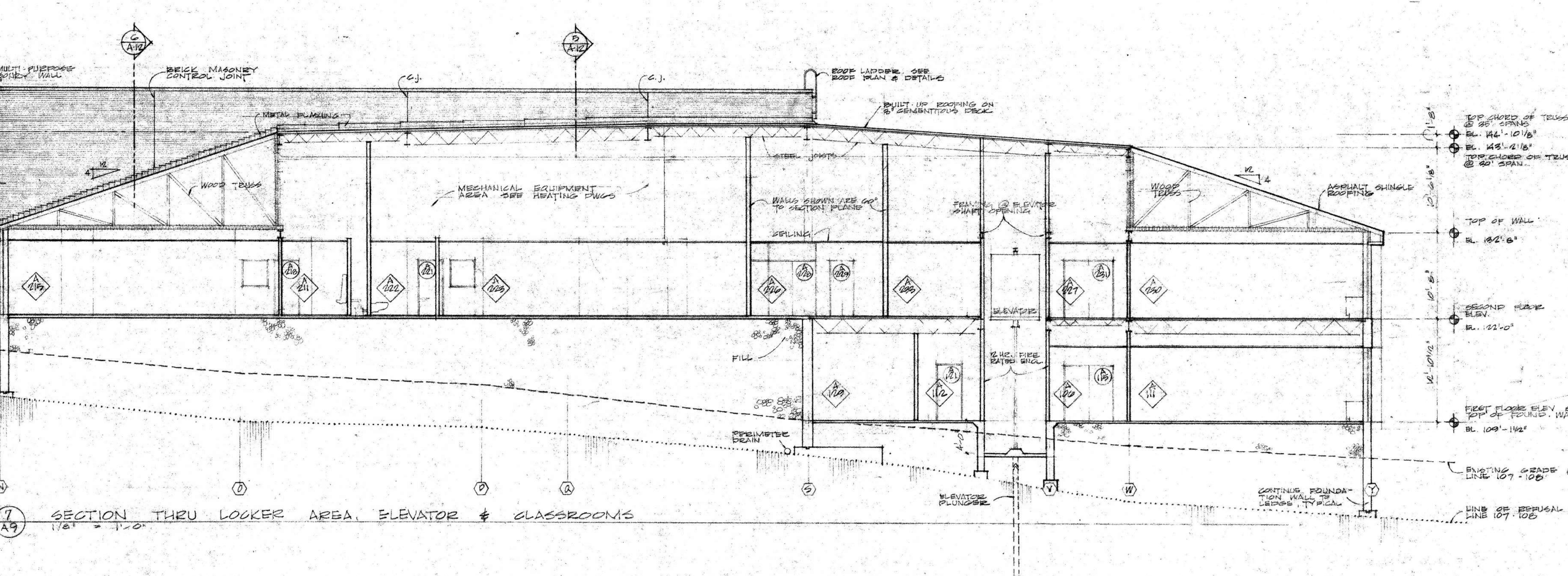
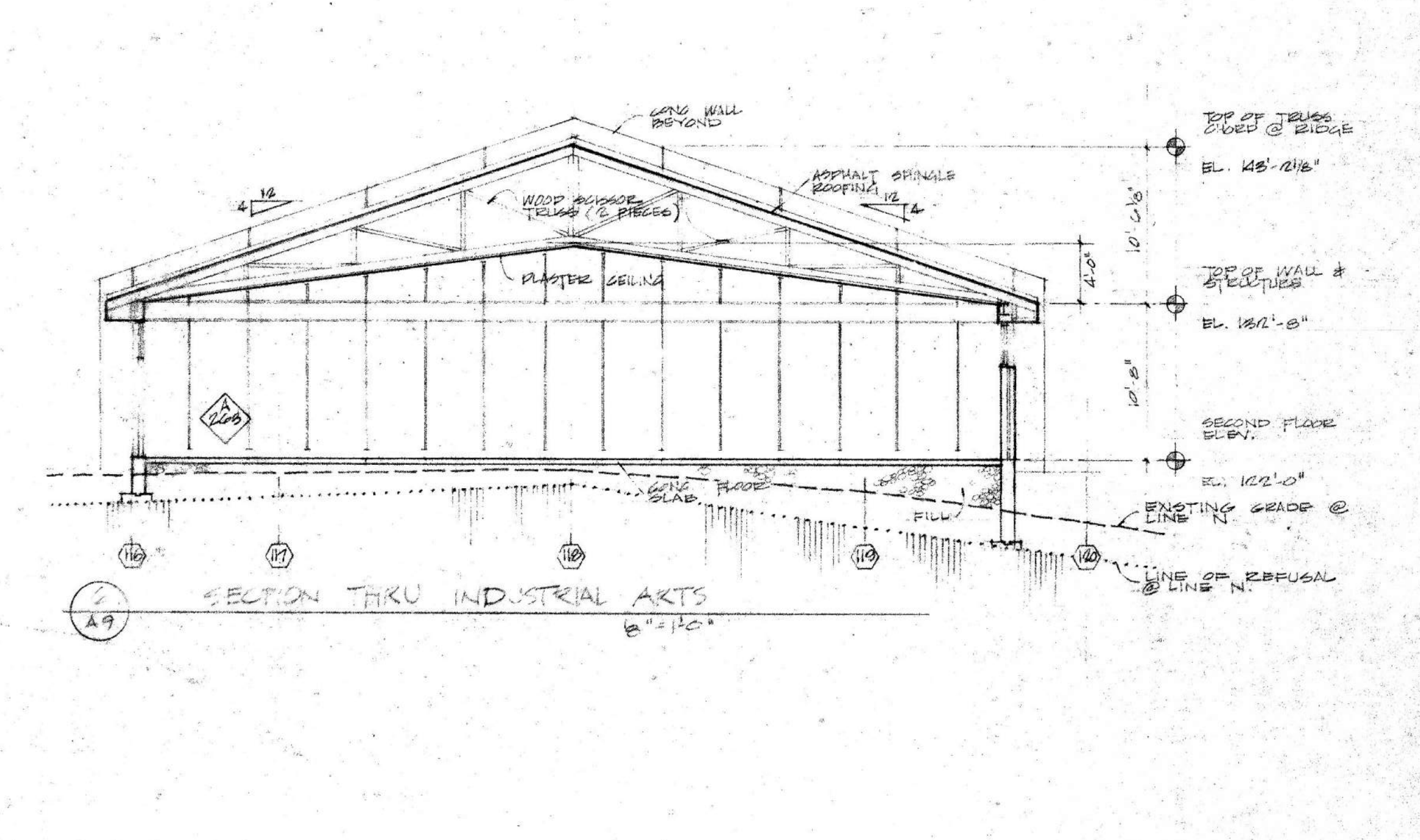
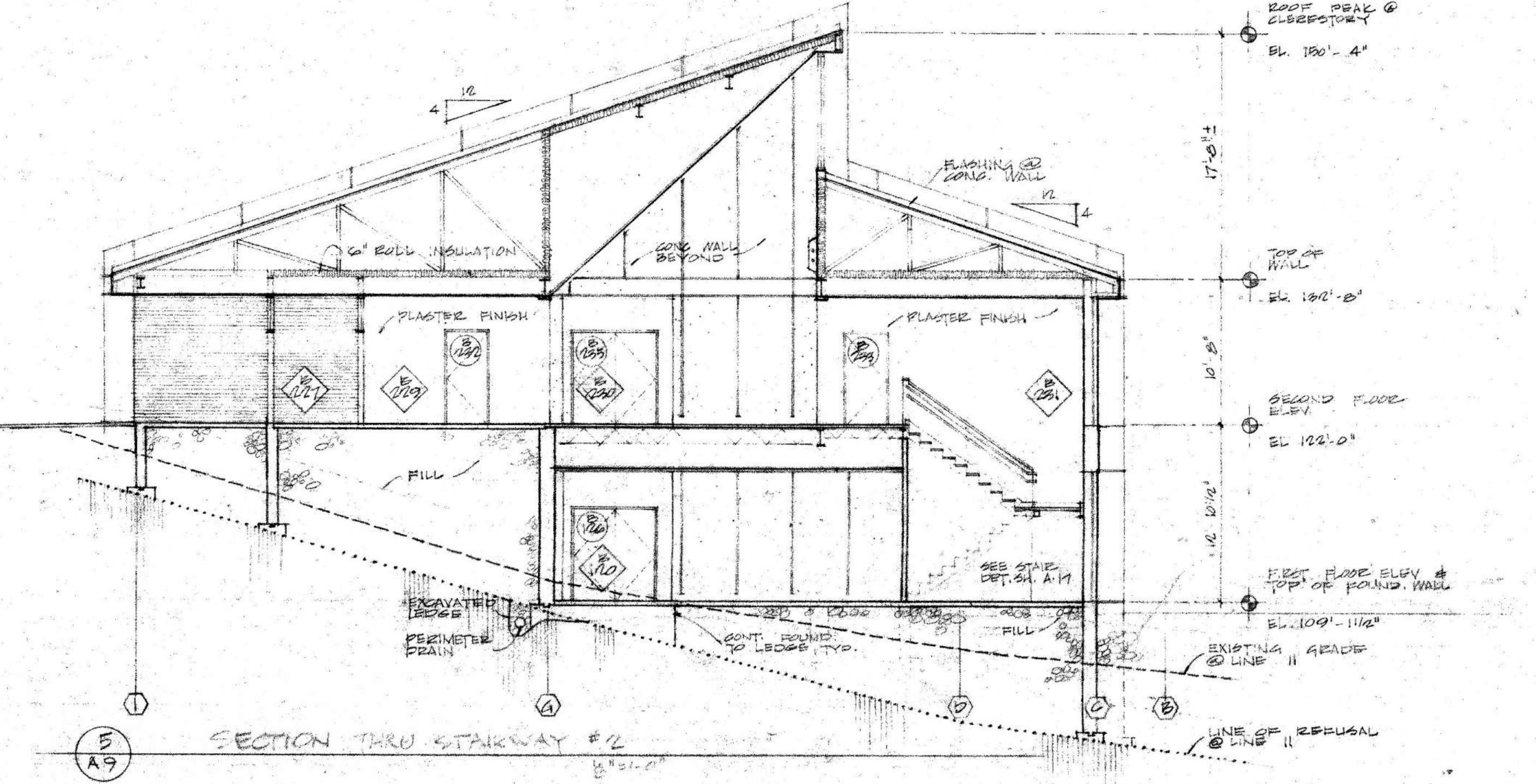
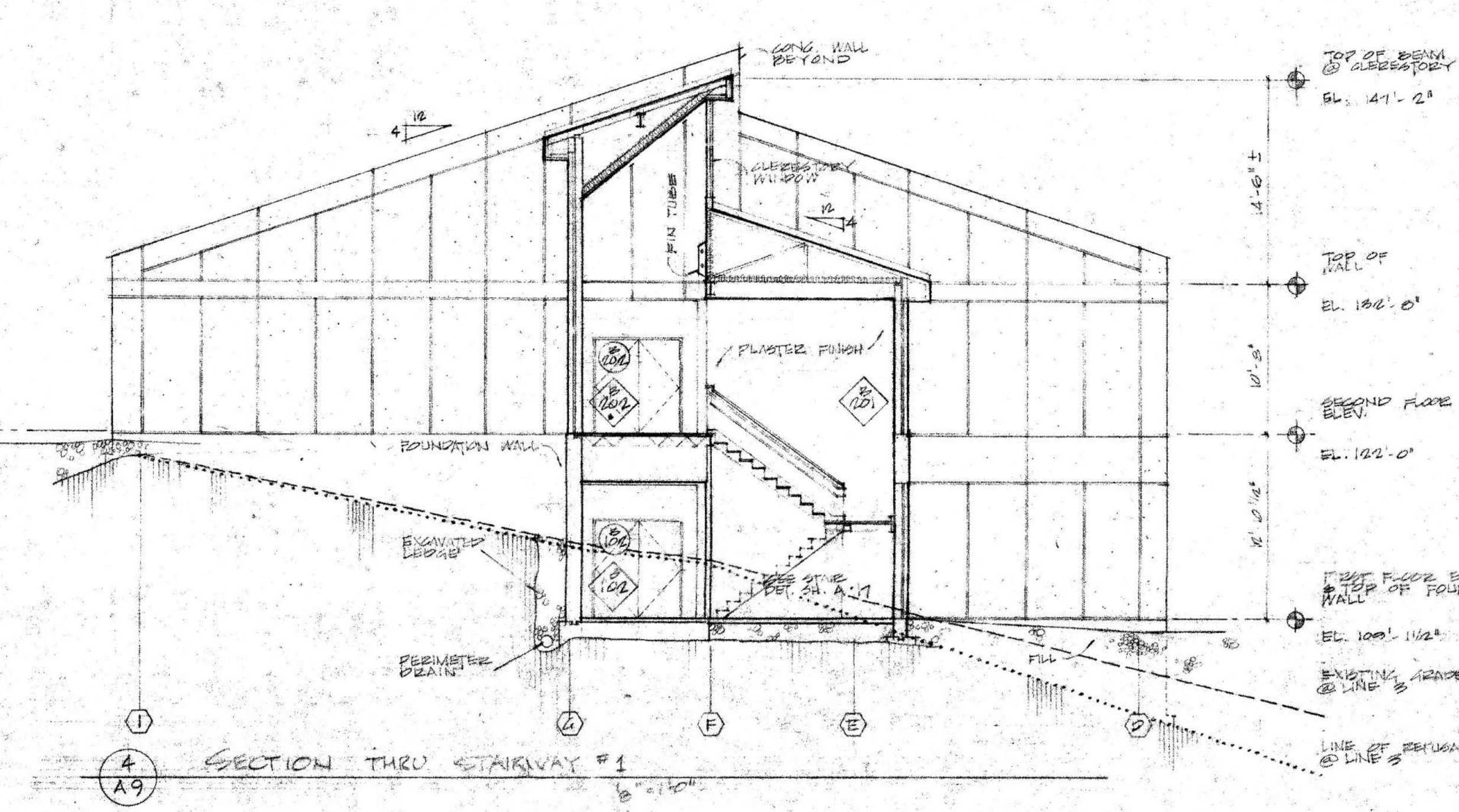
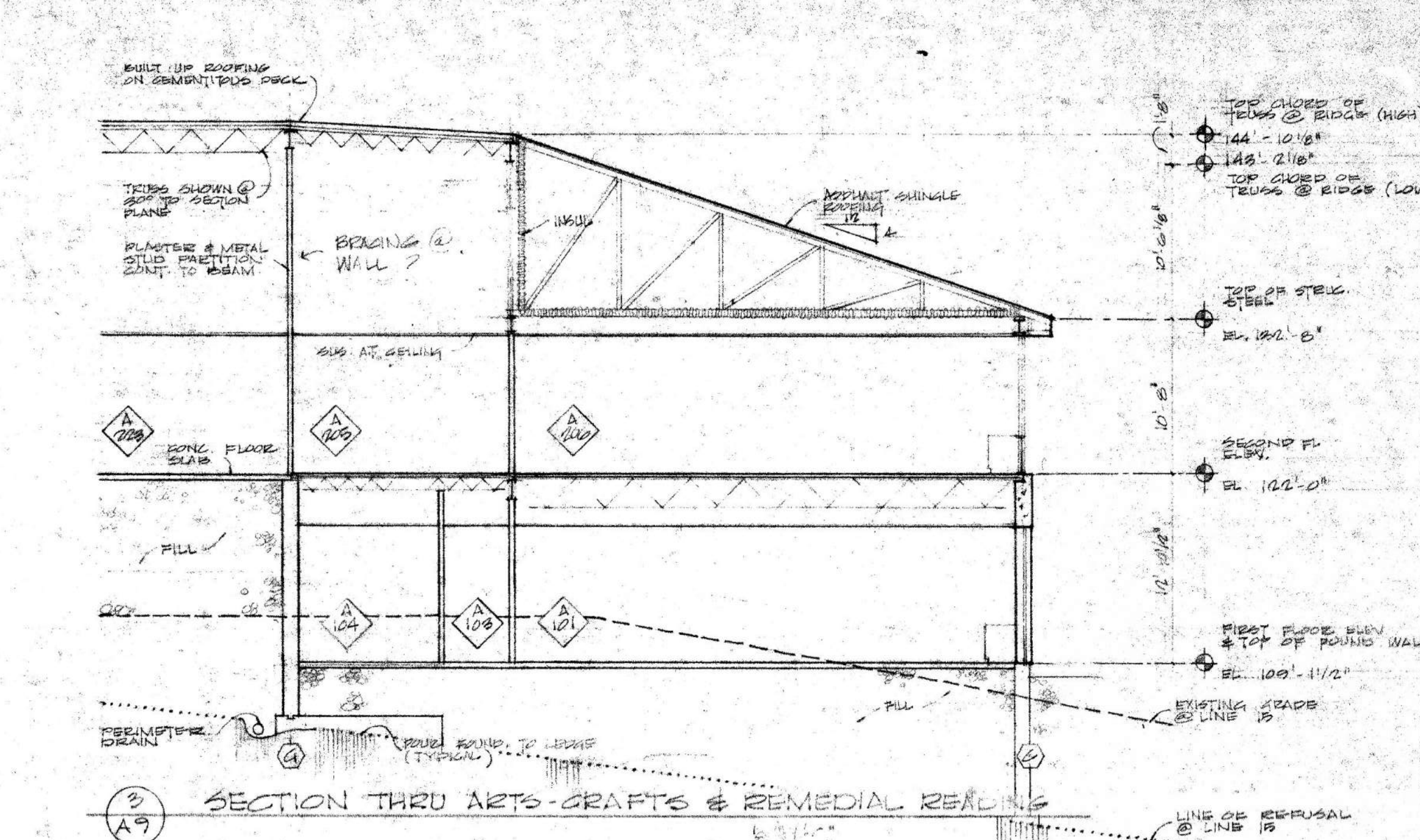
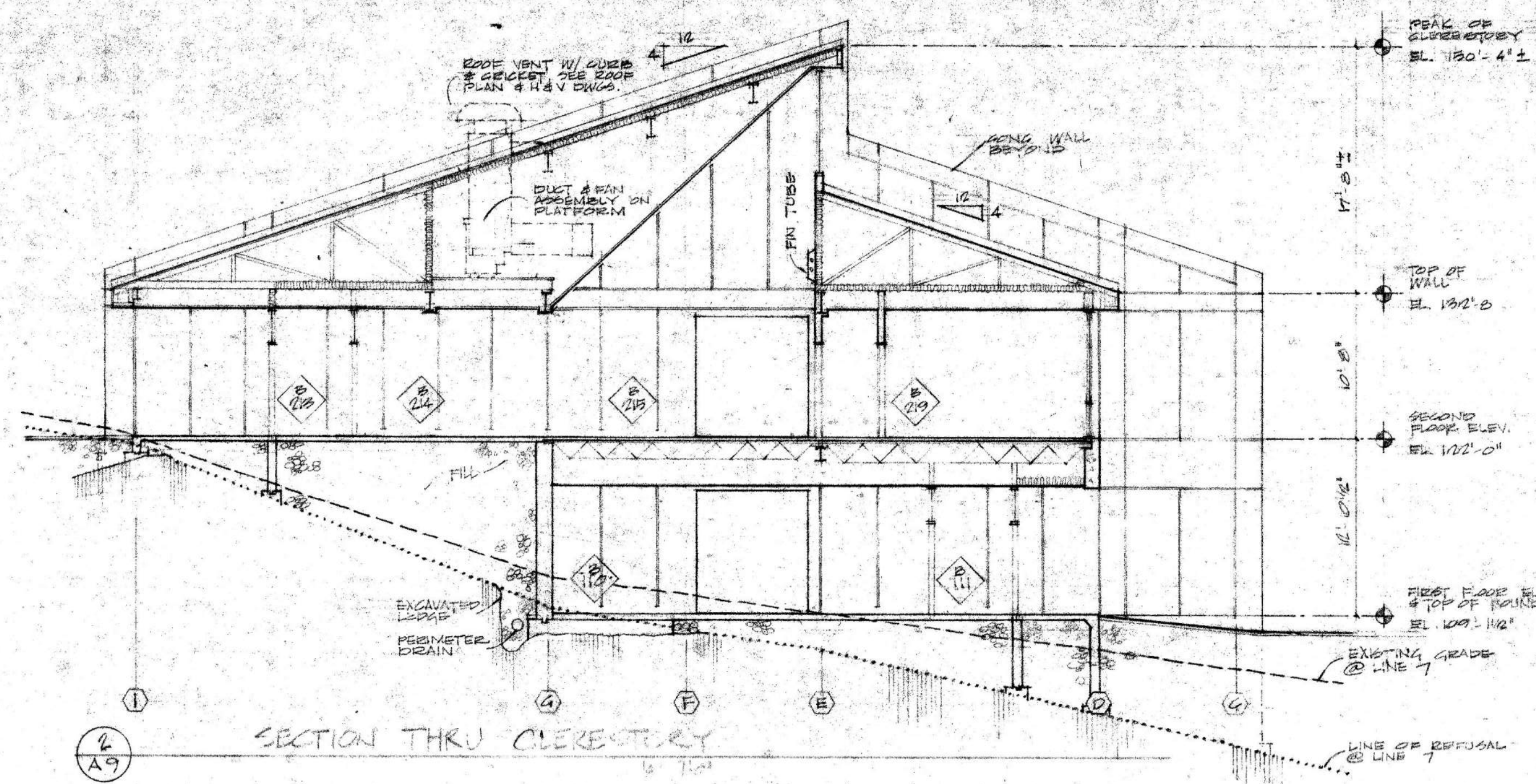
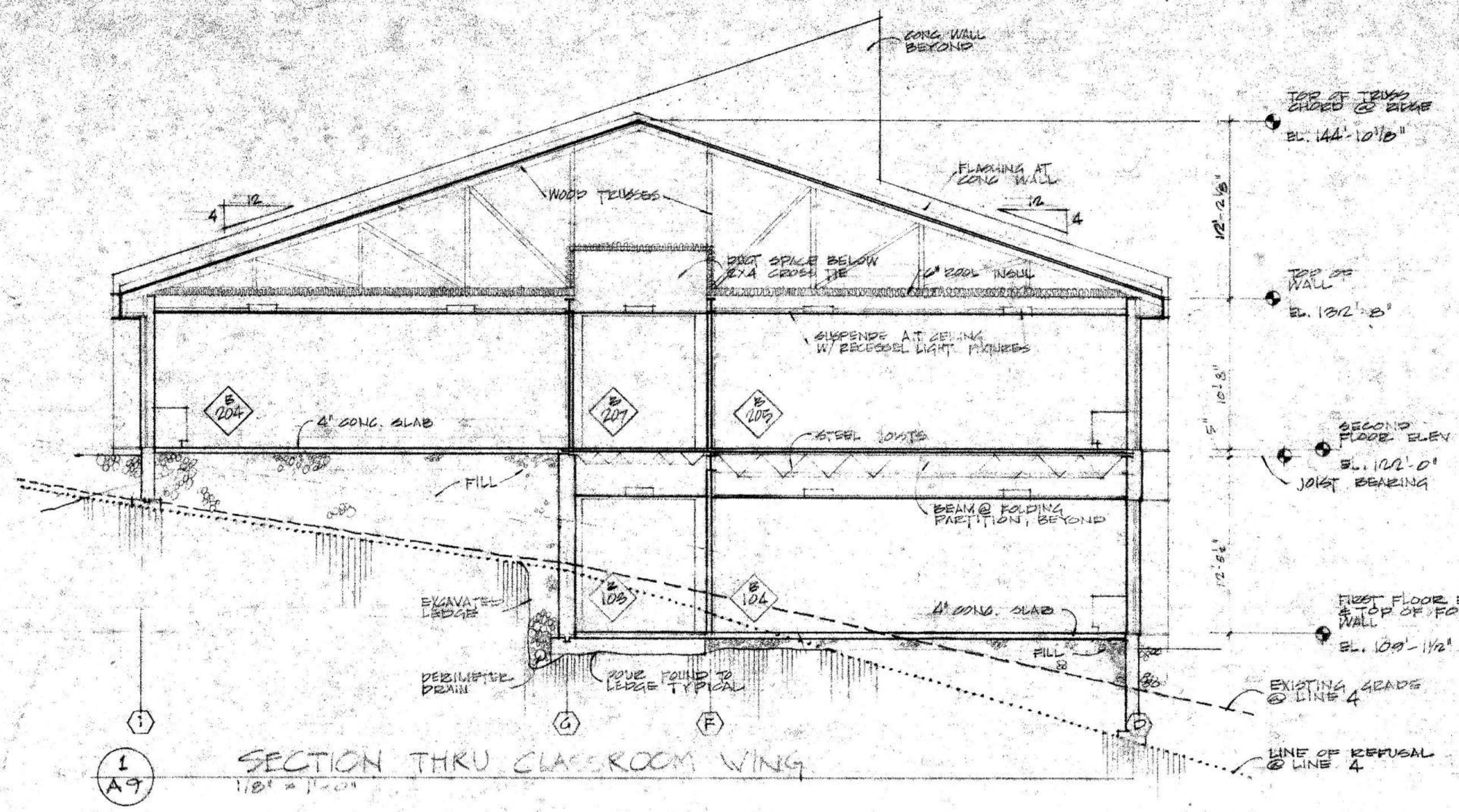
BOOTHBAY REGION ELEMENTARY SCHOOL

UPPER LEVEL

SCALE: 1/16" = 1'-0"

11-10-2021

LAVALLEE BRENSINGER ARCHITECTS



GENERAL NOTES:
1. LINE OF REFUGAL IS ASSUMED BETWEEN PEOPLE LOCATIONS.

DEPT. OF PUBLIC WORKS
BUREAU OF PUBLIC IMPROVEMENTS
BUREAU OF HEALTH & WELFARE
BUREAU OF EDUCATION & CULTURAL SERVICES
BUREAU OF PLANNING & DESIGN
BUREAU OF RECORDS & COMMUNICATIONS
BUREAU OF TRAFFIC & TRANSPORTATION
BUREAU OF UTILITIES & INFRASTRUCTURE

BEAL, DEPETER, WARD, INC.
ARCHITECTS
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ELEMENTARY
SCHOOL
BOOTHBAY HARBOR
COMMUNITY SCHOOL DISTRICT
BOOTHBAY HARBOR, MAINE

SECTION 1
SECTION 2
SECTION 3
SECTION 4
SECTION 5
SECTION 6
SECTION 7
SECTION 8