

Specification Manual For:

**MORSE HIGH SCHOOL & BRCTC – REGIONAL SCHOOL UNIT 1
BATH, MAINE**

IT NETWORKING EQUIPMENT

**Project 15-003-00
12 April 2020**

LAVALLEE|BRENSINGER ARCHITECTS

Boston | Manchester | Portland
www.LBPA.com

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PROJECT DIRECTORY

OWNER

Morse High School & BRCTC – Regional School Unit 1

34 Wing Farm Parkway, Bath, Maine 04530

Maine Department of Education

23 State House Station, Augusta, Maine 04333-0023

ARCHITECT

Lavallee Brensinger Architects (LBA)

305 Commercial Street, Portland, Maine 04101

Contact: Ron Lamarre, Project Manager

Telephone: 207-558-7200 x111 E-mail: ron.lamarre@lbpa.com

CIVIL ENGINEER, SURVEYOR AND LANDSCAPE ARCHITECT

Sebago Technics

75 John Roberts Road – Suite 4A, South Portland, Maine 04106

GEOTECHNICAL ENGINEERS

S.W. Cole Engineering Inc

286 Portland Road, Gray, Maine 04039

STRUCTURAL ENGINEER

Becker Structural Engineers, Inc.

75 York Street, Portland, Maine 04101

MECHANICAL, ELECTRICAL, FIRE PROTECTION, ENGINEERS

Allied Engineering Inc

160 Veranda Street, Portland, Maine 04103

GEOHERMAL ENGINEER

WellSpring Geothermal

161 Mountain Road, Nottingham, NH 03290

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SECTION 2-A

NOTICE TO BIDDERS
IT NETWORKING EQUIPMENT

The State of Maine Department of Education and Regional School Unit 1 is conducting a competitive bid process for Computer (IT) Networking Equipment for the New Morse High School and Bath Regional Career & Technical Center in Bath, Maine.

Bids shall be delivered **via e-mail only** to the RSU 1 Superintendent's Office, 34 Wing Farm Parkway, Bath, ME **on or before Tuesday, April 28, 2020, at 2:00pm.**

E-mail proposals from Bidders, shall be sent to the following e-mail addresses with the following subject line:

Subject Line: **IT Networking Equipment Bid – Morse HS**

David Richards: drichards@rsu1.org (Facility Director)

Ron Lamarre: ron.lamarre@lbpa.com (Architect)

CONTRACTOR QUALIFICATIONS

- A. Requirements: The IT Networking Contractor shall be an Owner-approved manufacturer or authorized representative or dealer of the specified equipment, or equal as determined by the Owner. The contractor shall have been installing IT Networking Systems for a period of five (5) years or more, and shall have completed at least five (5) installations of this type and scope. The Owner shall be the final judge of the suitability of experience.
- B. Pre-Approved IT Networking Equipment Contractors include the following firms:

Name	Company	Email
Steve Evangelista	CDWG	steven.evangelista@cdwg.com
Kris Robbins	IT-Outlet	krobbins@itoutlet.com
Kate St. Laurent	Connection	kate.st.laurent@connection.com
Scott Harkin	Trinity3	sharken@trinity3.com
Robert Garavente	SHI	RobertGaravente@shi.com

- C. Requirements for Approval: Other contractors wishing to submit a bid must include the following supplemental qualification documents for review and approval. Failure to submit any of the required information will automatically disqualify the contractor from consideration of approval.
- a. A listing of five (5) equivalent installations including:
 - i. Name, address and telephone number of Owner.
 - ii. Name, address and telephone number of Architect.
 - iii. Scope of work.
 - b. A brief written description of the contractor's operation including facilities, financial capabilities, and experience of key personnel.

- c. A statement from a bonding company agreeing to provide the required bonds in the amount required for the project.
 - d. The Contractor shall have a local office, capable of fully servicing the project. Local shall be defined as within three (3) hours drive time to the project site or maintain a service contract with a local vendor for the duration of the warranty and maintenance periods. Contact information for the local vendor is to be provided per the requirements of the warranty.
- D. Bids will be reviewed by the Department of Education and Regional School Unit 1, and an award will be determined. The Scope of Work includes furnishing and installing IT Networking Equipment with an estimated equipment value of approximately Three Hundred and Fifty Thousand Dollars (\$350,000.00).
- E. Any proposal that contains an escalation clause will be invalid.
- F. The detailed *Bid Documents* are available on the Bureau of Real Estate Management website: <http://www.maine.gov/dafs/brem/business-opportunities>

Brief Job Description:

Construction of a new 186,000 square-foot three story high school and technical center with a mechanical penthouse; including coordination and cooperation with the Owner's building contractor and related sub-contractors currently on site constructing the New School and installing related infrastructure under a separate contract.

The Networking Equipment shall be installed in the location(s) defined by the Owner. Racks and Networking space will be provided by the Owner's General Contractor.

PRE-BID CONFERENCE

A pre-bid conference will **not** be conducted for this project.

END OF SECTION

SECTION 2-B-1

PROPOSAL FORM FOR IT NETWORKING EQUIPMENT CONTRACTORS
(PUBLIC SCHOOL PROJECTS)

BIDDER: _____

TO: **Patrick Manuel, Ed.D**
Superintendent of Schools
RSU 1 Superintendent's Office
34 Wing Farm Parkway
Bath, ME 04530

A. Having carefully examined the form of contract, general conditions, special provisions and plans and specifications dated **12 April 2020** Prepared by: **Lavallee Brensinger Architects** For **Morse High School and Bath Regional Career & Technical Center, Bath, Maine 04530, Project: 15-003-00** we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the installation and completion of this proposal for the amount of:

_____ Dollars

\$ _____

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

C. The undersigned agrees, if this proposal is accepted, to sign a contract and deliver it, along with affidavits of all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a holiday, a Saturday or Sunday, then the conditions will be

fulfilled if the required documents are received before 12 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday.

The undersigned agrees, if awarded the contract, to complete the work on or before the date:
June 15, 2020.

Signed _____

By _____

Address _____

NOTE: If bidder is a corporation, write State of incorporation, and if a partnership, give full names of all partners.

END OF SECTION

SECTION 2-B-3

SUPPLEMENTAL UNIT PRICE FORM
(PUBLIC SCHOOL PROJECTS)

Refer to Section 01 22 00 – Unit Prices. Unit prices are as follows:

Unit Price No.	Description	Add Price	Deduct Price
1	Network Switch	each	each

Unit Prices shall be used as long as the related contractor is on-site working to complete the Project; and through

END OF SECTION

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

INVITATION

1.01 BID SUBMISSION

A. See Section 1-A– State of Maine Instructions to Bidders

1. Bids shall incorporate all information and requirements included in Section 1-A.

B. See Section 00 10 00.2 – Notice to Bidders Section 2-A

1. Bids shall incorporate all information and requirements included in Section 2-A

1.02 CONTRACT TIME

A. Perform the Work within the time stated in Section 01 00 00 - General Requirements.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

- A. Bid Set Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, Supplements To Bid Forms identified.
- B. Definitions set forth in the General Conditions of the Contract for Construction and in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments, issued by the Architect to Bidders through the identified printing company prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the General Construction Contract is executed.
- D. Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.
- F. Unit Price is an amount stated in the Bid as a possible price per unit of measurement for materials, equipment, services or a portion of the Work as described in Bidding Document. The choice of using Unit Prices or other alternative method of payment, for additional Work shall be left solely to the Owner's discretion. Unit Prices will be used to either add or deduct payment amounts from the Contract.

2.02 BIDDER'S REPRESENTATION

- A. The submission of a Bid will be construed as conclusive evidence that the Bidder has made all examinations and inspections necessary for a complete and proper assessment of the Work required, and that the Bidder has included in his Bid a sum sufficient to cover the cost of all items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination, inspection or knowledge.
- B. Each Bidder shall carefully examine all Contract Bid Documents prior to submitting his Bid and satisfy himself as to the conditions under which he must operate to perform the Work. Special attention is directed to the Site Contractor and School Building Contractor under separate Contract with the Owner; who are both on-site and shall be a party to coordinating on-site installations. No additional compensation will be made to the Bidder for any error or negligence on his part, nor for discrepancies between actual conditions found at the building and site and as indicated in the Contract Bid Documents; unless such discrepancies are brought to the attention of the Architect by a Bidder, in writing, forty-eight (48) hours prior to the time of Bids.
- C. Each Bidder by making his Bid represents that he has assessed the conditions of the current construction marketplace, and verified that an adequate, experienced workforce is available to suitably man the Work of this Project and complete it in a timely fashion.

- D. Each Bidder by making his Bid represents that he has specifically reviewed all Bid Document Drawings and Specifications for the project and verified all costs to complete the Work are included within the Bid.
- E. Each Bidder shall have made himself familiar with all Federal, State and Local laws, ordinances and regulations which in any manner affect those engaged in or upon the Work, or in any way affect those engaged or employed in the Work of the materials or equipment used in or upon the Work, or in any way affect the conduct of the Work.
- F. Each Bidder acknowledges that this public-school project is not subject to Maine State Sales Tax for all materials permanently constructed into the project. See Section 1-A: Instructions to Bidders.

2.03 AVAILABILITY

- A. Bid documents may be obtained from entities listed in Section 2-A: School Notice to Contractors.
- B. Bid Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

2.04 EXAMINATION

- A. Each Bidder shall examine the Bidding Documents carefully.
- B. Bidders are encouraged to direct any questions which may arise to the Architect, in order to provide necessary clarifications prior to the commencement of the Work.
Lavallee Brensinger Architects
Attention: Ron Lamarre
305 Commercial Street
Portland, Maine 04101
Phone: (207) 558-7200 ext 206
E-mail: ron.lamarre@lbpa.com
- C. Bid Documents are available for download at the locations indicated in Section 2-A Notice to Bidders:
 - 1. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
 - 2. Immediately notify Architect upon finding ambiguity, discrepancies or omissions in the Bid Documents, or the site and local conditions. Should Bidders fail to notify the Architect of ambiguities, inconsistencies, or errors in the Bidding Documents, they shall be expected to have Bid the better quality, more expensive, and greater quantity alternative.

2.05 INQUIRIES & ADDENDA

- A. Requests for interpretation or correction of any ambiguity, inconsistency or error, which a Bidder may discover therein, shall be submitted to the Architect in writing.
- B. Any interpretation or correction will be issued in writing as an Addendum by the Architect. No Bidder shall rely upon any interpretation or correction given by any other method.
- C. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal answers are not binding on any party.
- E. Clarifications requested by Bidders must be in writing not less than two (2) days before date set for receipt of Bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to State of Maine website where documents may be viewed.

2.06 SUBSTITUTIONS

- A. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents. Where the language "or approved equal" is used in the Bidding Documents, it is intended to require that all such materials and equipment shall be submitted as required by these Instructions to Bidders and approved by the Architect prior to the receipt of Bids. See Section 01 60 00 - Product Requirements.

- B. Deviations or substitutions to the specified products, or equal products, shall not be allowed.
- C. The Owner shall be the final decision on equal products.

3.01 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bids received from firms that are not pre-approved and failed to submit required qualification information for review and approval.

END OF INSTRUCTIONS TO BIDDERS

Specification Manual For:

**MORSE HIGH SCHOOL & BRCTC – REGIONAL SCHOOL UNIT 1
BATH, MAINE**

IT NETWORKING EQUIPMENT

**Project 15-003-00
12 April 2020**

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34 Wing Farm Parkway, Bath, Maine 04530

Maine Department of Education

23 State House Station, Augusta, Maine 04333-0023

ARCHITECT

Lavallee Brensinger Architects (LBA)

305 Commercial Street, Portland, Maine 04101

Contact: David Harris, Project Manager

Telephone: 207-558-7200 x111 E-mail: ron.lamarre@lbpa.com

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75 John Roberts Road – Suite 4A, South Portland, Maine 04106

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STRUCTURAL ENGINEER

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75 York Street, Portland, Maine 04101

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160 Veranda Street, Portland, Maine 04103

GEOHERMAL ENGINEER

WellSpring Geothermal

161 Mountain Road, Nottingham, NH 03290

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- Section 1-B Maine Construction Bid Depository (Long Form)
- Section 2-A Notice to Building Contractors
- Section 2-B1 Proposal Form for General Contractors
- Section 2-B2 Maine Construction Bid Depository Proposal Form for Subcontractors
- Section 2-B3 Supplemental Unit Price Form
- Section 2-D1 Form of Subcontractors Bid Bond (Long Form)
- Section 2-D2 Form of Subcontract Performance Bond (Long Form)
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- 00 21 13 - Instructions to Bidders
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Division 01 - General Requirements

- 01 00 00 - General Requirements
- 01 00 10 – Supplementary General Requirements
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 - Contractor's Substitution Request Form
- 01 74 19 - Construction Waste Management
- 01 78 00 - Project Closeout
- 01 78 10 – Warranties
- 01 91 13 – General Commissioning Requirements

SECTION 2-A

NOTICE TO BIDDERS
IT NETWORKING EQUIPMENT

The State of Maine Department of Education and Regional School Unit 1 is conducting a competitive bid process for Computer (IT) Networking Equipment for the New Morse High School and Bath Regional Career & Technical Center in Bath, Maine.

Bids shall be delivered **via e-mail only** to the RSU 1 Superintendent's Office, 34 Wing Farm Parkway, Bath, ME **on or before Tuesday, April 28, 2020, at 2:00pm.**

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Subject Line: **IT Networking Equipment Bid – Morse HS**

David Richards: drichards@rsu1.org (Facility Director)

Ron Lamarre: ron.lamarre@lbpa.com (Architect)

CONTRACTOR QUALIFICATIONS

- A. Requirements: The IT Networking Contractor shall be an Owner-approved manufacturer or authorized representative or dealer of the specified equipment, or equal as determined by the Owner. The contractor shall have been installing IT Networking Systems for a period of five (5) years or more, and shall have completed at least five (5) installations of this type and scope. The Owner shall be the final judge of the suitability of experience.
- B. Pre-Approved IT Networking Equipment Contractors include the following firms:

Name	Company	Email
Steve Evangelista	CDWG	steven.evangelista@cdwg.com
Kris Robbins	IT-Outlet	krobbins@itoutlet.com
Kate St. Laurent	Connection	kate.st.laurent@connection.com
Scott Harkin	Trinity3	sharken@trinity3.com
Robert Garavente	SHI	RobertGaravente@shi.com

- C. Requirements for Approval: Other contractors wishing to submit a bid must include the following supplemental qualification documents for review and approval. Failure to submit any of the required information will automatically disqualify the contractor from consideration of approval.
- a. A listing of five (5) equivalent installations including:
 - i. Name, address and telephone number of Owner.
 - ii. Name, address and telephone number of Architect.
 - iii. Scope of work.
 - b. A brief written description of the contractor's operation including facilities, financial capabilities, and experience of key personnel.

- c. A statement from a bonding company agreeing to provide the required bonds in the amount required for the project.
 - d. The Contractor shall have a local office, capable of fully servicing the project. Local shall be defined as within three (3) hours drive time to the project site or maintain a service contract with a local vendor for the duration of the warranty and maintenance periods. Contact information for the local vendor is to be provided per the requirements of the warranty.
- D. Bids will be reviewed by the Department of Education and Regional School Unit 1, and an award will be determined. The Scope of Work includes furnishing and installing IT Networking Equipment with an estimated equipment value of approximately Three Hundred and Fifty Thousand Dollars (\$350,000.00).
- E. Any proposal that contains an escalation clause will be invalid.
- F. The detailed *Bid Documents* are available on the Bureau of Real Estate Management website: <http://www.maine.gov/dafs/brem/business-opportunities>

Brief Job Description:

Construction of a new 186,000 square-foot three story high school and technical center with a mechanical penthouse; including coordination and cooperation with the Owner's building contractor and related sub-contractors currently on site constructing the New School and installing related infrastructure under a separate contract.

The Networking Equipment shall be installed in the location(s) defined by the Owner. Racks and Networking space will be provided by the Owner's General Contractor.

PRE-BID CONFERENCE

A pre-bid conference will **not** be conducted for this project.

END OF SECTION

SECTION 2-B-1

PROPOSAL FORM FOR IT NETWORKING EQUIPMENT CONTRACTORS
(PUBLIC SCHOOL PROJECTS)

BIDDER: _____

TO: **Patrick Manuel, Ed.D**
Superintendent of Schools
RSU 1 Superintendent's Office
34 Wing Farm Parkway
Bath, ME 04530

A. Having carefully examined the form of contract, general conditions, special provisions and plans and specifications dated **12 April 2020** Prepared by: **Lavallee Brensinger Architects** For **Morse High School and Bath Regional Career & Technical Center, Bath, Maine 04530, Project: 15-003-00** we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the installation and completion of this proposal for the amount of:

_____ Dollars

\$ _____

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

C. The undersigned agrees, if this proposal is accepted, to sign a contract and deliver it, along with affidavits of all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a holiday, a Saturday or Sunday, then the conditions will be

fulfilled if the required documents are received before 12 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday.

The undersigned agrees, if awarded the contract, to complete the work on or before the date:
June 15, 2020.

Signed _____

By _____

Address _____

NOTE: If bidder is a corporation, write State of incorporation, and if a partnership, give full names of all partners.

END OF SECTION

SECTION 2-B-3

SUPPLEMENTAL UNIT PRICE FORM
(PUBLIC SCHOOL PROJECTS)

Refer to Section 01 22 00 – Unit Prices. Unit prices are as follows:

Unit Price No.	Description	Add Price	Deduct Price
1	Network Switch	each	each

Unit Prices shall be used as long as the related contractor is on-site working to complete the Project; and through

END OF SECTION

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

INVITATION

1.01 BID SUBMISSION

A. See Section 1-A– State of Maine Instructions to Bidders

1. Bids shall incorporate all information and requirements included in Section 1-A.

B. See Section 00 10 00.2 – Notice to Bidders Section 2-A

1. Bids shall incorporate all information and requirements included in Section 2-A

1.02 CONTRACT TIME

A. Perform the Work within the time stated in Section 01 00 00 - General Requirements.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

- A. Bid Set Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, Supplements To Bid Forms identified.
- B. Definitions set forth in the General Conditions of the Contract for Construction and in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments, issued by the Architect to Bidders through the identified printing company prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the General Construction Contract is executed.
- D. Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents.
- F. Unit Price is an amount stated in the Bid as a possible price per unit of measurement for materials, equipment, services or a portion of the Work as described in Bidding Document. The choice of using Unit Prices or other alternative method of payment, for additional Work shall be left solely to the Owner's discretion. Unit Prices will be used to either add or deduct payment amounts from the Contract.

2.02 BIDDER'S REPRESENTATION

- A. The submission of a Bid will be construed as conclusive evidence that the Bidder has made all examinations and inspections necessary for a complete and proper assessment of the Work required, and that the Bidder has included in his Bid a sum sufficient to cover the cost of all items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination, inspection or knowledge.
- B. Each Bidder shall carefully examine all Contract Bid Documents prior to submitting his Bid and satisfy himself as to the conditions under which he must operate to perform the Work. Special attention is directed to the Site Contractor and School Building Contractor under separate Contract with the Owner; who are both on-site and shall be a party to coordinating on-site installations. No additional compensation will be made to the Bidder for any error or negligence on his part, nor for discrepancies between actual conditions found at the building and site and as indicated in the Contract Bid Documents; unless such discrepancies are brought to the attention of the Architect by a Bidder, in writing, forty-eight (48) hours prior to the time of Bids.
- C. Each Bidder by making his Bid represents that he has assessed the conditions of the current construction marketplace, and verified that an adequate, experienced workforce is available to suitably man the Work of this Project and complete it in a timely fashion.

- D. Each Bidder by making his Bid represents that he has specifically reviewed all Bid Document Drawings and Specifications for the project and verified all costs to complete the Work are included within the Bid.
- E. Each Bidder shall have made himself familiar with all Federal, State and Local laws, ordinances and regulations which in any manner affect those engaged in or upon the Work, or in any way affect those engaged or employed in the Work of the materials or equipment used in or upon the Work, or in any way affect the conduct of the Work.
- F. Each Bidder acknowledges that this public-school project is not subject to Maine State Sales Tax for all materials permanently constructed into the project. See Section 1-A: Instructions to Bidders.

2.03 AVAILABILITY

- A. Bid documents may be obtained from entities listed in Section 2-A: School Notice to Contractors.
- B. Bid Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

2.04 EXAMINATION

- A. Each Bidder shall examine the Bidding Documents carefully.
- B. Bidders are encouraged to direct any questions which may arise to the Architect, in order to provide necessary clarifications prior to the commencement of the Work.
Lavallee Brensinger Architects
Attention: Ron Lamarre
305 Commercial Street
Portland, Maine 04101
Phone: (207) 558-7200 ext 206
E-mail: ron.lamarre@lbpa.com
- C. Bid Documents are available for download at the locations indicated in Section 2-A Notice to Bidders:
 - 1. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
 - 2. Immediately notify Architect upon finding ambiguity, discrepancies or omissions in the Bid Documents, or the site and local conditions. Should Bidders fail to notify the Architect of ambiguities, inconsistencies, or errors in the Bidding Documents, they shall be expected to have Bid the better quality, more expensive, and greater quantity alternative.

2.05 INQUIRIES & ADDENDA

- A. Requests for interpretation or correction of any ambiguity, inconsistency or error, which a Bidder may discover therein, shall be submitted to the Architect in writing.
- B. Any interpretation or correction will be issued in writing as an Addendum by the Architect. No Bidder shall rely upon any interpretation or correction given by any other method.
- C. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal answers are not binding on any party.
- E. Clarifications requested by Bidders must be in writing not less than two (2) days before date set for receipt of Bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to State of Maine website where documents may be viewed.

2.06 SUBSTITUTIONS

- A. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents. Where the language "or approved equal" is used in the Bidding Documents, it is intended to require that all such materials and equipment shall be submitted as required by these Instructions to Bidders and approved by the Architect prior to the receipt of Bids. See Section 01 60 00 - Product Requirements.

- B. Deviations or substitutions to the specified products, or equal products, shall not be allowed.
- C. The Owner shall be the final decision on equal products.

3.01 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bids received from firms that are not pre-approved and failed to submit required qualification information for review and approval.

END OF INSTRUCTIONS TO BIDDERS

**SECTION 00 72 00
GENERAL CONDITIONS****ARTICLE 1. DEFINITIONS**

Whenever the following terms are used in these specifications or the contract, the intent and meaning shall be interpreted as follows:

Designer: The project Architect and/or Engineer whose name appears on the plans and/or specifications for the project, acting directly or through an authorized representative.

Bidder: Any individual, partnership, or corporation submitting a proposal for the performance of the work described under the terms of the contract, acting directly or through a duly authorized representative.

Bureau: The Bureau of General Services.

Calendar Days: Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays.

Change Order: A written agreement between the Owner and the Contractor, operating as a supplement to the contract, covering correction of: omissions, errors, and discrepancies between the plans and the proposal or estimates; or any alterations in the plans; or additional requirements; work, materials, and incidentals required to complete the construction of the project in an acceptable manner, and setting forth the basis of compensation for that supplemental work, if any. Before any change order modifies or becomes a part of the work, it must be duly signed by the Contractor, and the Owner, and approved by the Bureau of General Services and the Designer.

Clerk of the Works: The authorized representative of the Designer.

Contract: A written agreement between the Owner and the successful bidder, by which the Contractor is bound to perform the work specified, in accordance with plans, specifications, general conditions, and special provisions, that are a part of the contract documents, together with all supplemental agreements by which the Owner is bound to compensate the Contractor at mutually established and accepted rates or prices.

Contract Documents: The contract documents consist of the contract, general conditions, special provisions, the plans and specifications including all addenda, change orders, and all other modifications thereof, that were incorporated in the documents subsequent to their execution.

Contractor: The individual, partnership, or corporation 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.

Director of the Bureau of General Services: The State Director of the Bureau of General Services or his/her duly authorized representative.

Final Completion: The stage of the Work when the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

Owner: School Administrative Unit, acting through its duly authorized representative.

Plans: All official drawings or reproductions of drawings pertaining to the work provided for in the contract and such working plans as may be furnished or approved by the Owner or Designer from time to time.

Project: The entire improvement proposed by the Owner to be constructed in part or in whole pursuant to these specifications and contract documents. Where the word "Job" appears it shall mean the project.

Proposal or Bid: The written offer of the bidder, on a form prescribed to perform the work specified.

Provide: The word "provide" shall mean, "furnish and install," including connections to services if required, unless specified otherwise.

Sub-Contractor: The individual, the firm or corporation undertaking the execution of any part of the work under the terms of the contract by virtue of a written agreement between itself and the Contractor.

Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

Superintendent: The representative of the Contractor, authorized by the Contractor to receive and fulfill instructions from the Designer.

Supplemental Agreement: A supplemental agreement is any agreement entered into between the Contractor and the Owner with the approval of the Bureau and the Designer subsequent to the execution of the contract.

Work: See Project.

ARTICLE 2. INTENT, CORRELATION AND EXECUTION OF DOCUMENTS

The intent of the Contract Documents is to prescribe a complete work. The Plans, including all revisions, General Conditions for Contract Work, Special Provisions, Instructions to Bidders, Proposal, Contract, and all other sections of the specifications, including all addenda, all dated and on file in the Bureau of General Services, prior to the time set for receiving proposals

as prepared by the Designer, shall each become a part of the Contract Documents, and all proposals must be based on a full compliance therewith. Any Supplemental Agreements entered into subsequent to the Contract will become a part of said Contract.

The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is that, unless otherwise specified, the Contractor shall furnish all labor, materials, equipment, items, articles, tools, transportation, insurance, services, necessary supplies, operations or methods and incidentals that may be reasonably required to construct and complete the project, facility or improvement in a manner necessary for the proper execution of the work. Any deviations from the plans which may be required by the exigencies of the construction, or because of error, will in all cases, be determined by the Designer, and authorized in writing subject to approval by the Owner and Bureau of General Services. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Since the plans and specifications cover the dimensions and features of the work and do not set forth the analysis of the design, it is the duty of the Contractor fulfilling them to ascertain the true intent in any case where it is doubtful.

Work not covered under any heading, section, branch, class or trade of the specifications, shall not be supplied unless it is shown on the drawings or is reasonably inferable there from as being necessary to produce the intended results.

The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Designer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. Where errors or omissions appear in the contract documents, the Contractor shall promptly notify the Designer in writing of such errors or omissions. Inconsistencies in the contract documents are to be reported before proposals are received, whenever found.

Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract Documents.

The Contractor shall, upon his acceptance of a contract and before commencing work, contact the Designer and request a preconstruction conference. The purpose of this conference shall be as follows:

1. To introduce the members of the Designer's firm and the representative of the Owner and define their responsibilities in connection with this project.
2. To emphasize any special provisions applicable to the project.
3. To establish the work progress schedule and set up procedures for prompt review of all required shop drawings.

4. To provide the Contractor with opportunity to discuss points of doubt and any apparent inconsistencies noted in the plans and specifications before proceeding to purchase material or execute the work.

During the further progress of work, regular meetings will be held at time intervals appropriate in the judgment of the Designer to review the work progress schedule, general project progress and any other questions, which might affect the execution of this contract.

ARTICLE 3: DETAIL DRAWINGS AND INSTRUCTIONS

The Designer shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, that are necessary for the proper execution of the work. All such drawings and instruction shall be consistent with the contract documents, shall be true developments thereof, and shall be reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions except as allowed by Article 13.

Immediately after being awarded the contract, the Contractor shall prepare an estimated progress schedule and submit same for Designer's approval. It shall indicate the dates for starting and completion of the various stages of construction.

ARTICLE 4: COPIES FURNISHED

Unless otherwise provided in the contract documents the Contractor will be furnished, free of charge, PDF files of all drawings, and specifications.

ARTICLE 5: SHOP DRAWINGS

The Contractor shall check and verify all materials and shall submit with such promptness as to cause no delay in the Contractor's own work or in that of any other Contractor, adequate copies, checked and approved by the Contractors of all shop drawings and schedules required for the work of the various trades. The Designer shall check and approve, with reasonable promptness, such scheduled drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make any corrections required by the Designer, and shall file with the Designer two corrected copies, and shall furnish such other copies as may be needed. The Designers approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractors have, in writing, called the Designer's attention to such deviations at the time of submission and secured the Designer's written approval; nor shall it relieve the Contractors from responsibility for errors in shop drawings or schedules.

ARTICLE 6: DRAWINGS AND SPECIFICATIONS

The Contractor shall keep, in good order, one copy of all drawings and specifications on the work, which will be made available to the Designer and to his representative.

ARTICLE 7: OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Designer are the property of the Designer. They are not to be used on other work without written permission from the Designer, and, with the exception of the signed contract set, are to be returned to the Designer upon request, or at the completion of the work.

ARTICLE 8: SAMPLES

Not Required.

ARTICLE 9: MATERIALS, APPLIANCE, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, and equipment, necessary for the execution and completion of the work.

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "Or Approved Equal", if not inserted, shall be implied. The specific article or material mentioned shall be understood to establish minimum standards as to the type, function, standard of design, durability, efficiency and quality desired and shall not be construed to exclude other manufacturers' products of comparable quality, design and efficiency.

Materials and models of items, which the Contractor alleges to be equal to the materials and methods of items named in the specifications, shall be subject to the written approval by the Designer. If the alleged equals are to receive consideration in the bid award, written approval shall be received from the Designer at least ten days prior to the established bid opening dates. The use of alternate items will not be permitted without the approval of the Owner and Designer. All approved substitutions shall be in writing and approved by the Designer. The Contractor shall not be relieved of the responsibility to furnish articles or materials equal in quality, design and efficiency to those specified because of the approval of such alternate items by the Designer. The Designer's approval or rejection of a proposed substitution may be based on any of the previous considerations, and his decision may or may not express reasons for rejection and shall be final. Requests for substitutions shall originate and be submitted by the Contractor, not a Sub-Contractor. The materials or equipment shall be sufficiently described to enable the Designer to easily identify salient features.

The Contractor shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the written acceptance of the project.

Materials and equipment shall be new, free from defects, perfect and complete, unless otherwise stipulated. Materials or equipment specified or shown on the drawings shall be

applied or installed according to the directions with the manufacturer, or the recommendations of an association dealing primarily with the material, unless specifically designated otherwise. The scope of the direction furnished shall include the application of experienced personnel to each trade involved. In no case shall the installation be below the standard recommended by the manufacturer or association.

The Contractor shall be responsible to the Owner for the suitability of materials and equipment furnished and for full compliance with the specification.

The Contractor shall promptly pay all his employees when their pay is due, shall promptly pay when due all bills for materials, supplies and services going into the work, and all bills for insurance, workmen's compensation coverage, federal and state unemployment compensation, and Social Security charges applicable to said project. Before final settlement is made, the Contractor shall furnish to the Owner affidavits that all said payments have been made.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

ARTICLE 10: ROYALTIES AND PATENTS

The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles or methods used in the work and shall defend at his own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor, or to any awards made thereunder.

ARTICLE 11: SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

The Owner shall furnish all surveys unless otherwise specified.

Adherence to the Code of Federal Regulations 29 CFR Part 1926 and 29 CFR Part 1910 as adopted by the State Board of Occupational Safety and Health is required by statute.

The State is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. All quotes from the Contractor shall be free of these taxes. The State is exempt from the payment of Maine State Sales and Use Taxes. All quotes from the Contractor and Sub-Contractors shall be free of these taxes.

In execution and performance of the Contract, the Contractor agrees to be aware of and to comply with the requirements and regulations of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.)

ARTICLE 12: LABOR AND WAGES

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.

In the employment of laborers, preference shall first be given to residents of the State of Maine who are qualified to perform the work to which the employment relates, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, who may reside in other states.

ARTICLE 13: CONDITIONS AND CARE OF SITE AND PROTECTION OF THE WORK

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property from injury or loss for the duration of this contract, and shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes, and shall prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain all necessary safeguards for the protection of workmen and the public at all times, as required by the condition and progress of the work.

ARTICLE 14: INSPECTION OF WORK

The Designer and his representatives, the Bureau of General Services representatives and the Owner, shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Designer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Designer timely notice of its readiness for observation by the Designer or inspection by another authority, and if the inspection is by another authority than the Designer, on the date fixed for such inspection, required certificates of inspection shall be secured by the Contractor. Observations by the Designer shall be promptly made, and where practicable, prior to work is covered or buried. If any work which will ultimately be covered, is covered prior to approval or consent of the Designer, it must, if requested by the Designer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Designer, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the contract documents, the Owner shall pay the cost of the reexamination and replacement. If such work were found not in accordance with the contract documents, the Contractor shall pay such cost, unless it is found that the defect in the work was caused by a Contractor employed as provided in Article 32, and in that event the Owner shall pay such cost.

ARTICLE 15: SUPERVISION

The Contractor shall have, during the progress of all work, a competent Project Manager and any necessary assistants. The Project Manager shall not be changed except with the consent of the Owner unless a Project Manager proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Project Manager shall represent the Contractor and all directions given to the Project Manager in the absence of the Contractor shall be as binding as if given directly to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Designer shall not be responsible for the acts or omissions of the Project Manager or his assistants.

The Contractor shall give efficient management to the work using his best skill and attention. He 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.

ARTICLE 16: CHANGES IN THE WORK

The Owner reserves the right to increase or decrease any or all of the items of work indicated in the plans, proposal, and contract, or the elimination of any one or more of such items, without invalidating the contract. As the work progresses, the Owner may make such alterations in the plans, in the character of the work, or in the specified coordination of two or more concurrent contracts, as may be considered necessary or desirable in order to complete the construction. Such changes shall in no way invalidate the contract. All such work shall be executed under the conditions of the original contract except that any claim for extension of the time caused thereby shall be adjusted at the time of the ordering of such change.

In giving instructions, the Designer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a duly signed change order.

Should such alterations be productive of increased unit cost, or result in decreased unit cost to the Contractor, a fair and equitable sum therefore shall be agreed upon in writing before such work is begun, and shall be added to or deducted from the contract amount, as the case may be, by means of a written change order. The change order shall state the nature of the change, the location, the itemized estimate of unit quantities, the basis for payment, and the reason for the change. Such change order to be on approved forms.

When the change order has been properly signed by all parties and encumbered, it shall become a part of the contract.

The value of any such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum.
- B. By unit prices named in the contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work.

Under case (C.), he shall keep and present in such form as the Designer may direct, a correct account of the cost, together with vouchers. In any case, the Designer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Designer's certificate.

If the price of a change order cannot be agreed upon, nothing contained herein shall prevent the Designer, with approval from the Owner and BGS, from directing the Contractor to make a change in the work, with the price to be determined on either a cost and percentage basis or under the dispute resolution provision of this contract.

When the subparagraphs (A) and (C) above are used to determine the value of the work, the allowance for overhead and profit combined, included in the total expense to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 20% of the cost;
For each Sub-Contractor, for work performed by his own forces, 20% of the cost;
For the Contractor, for work performed by his Sub-Contractor, 10% of the amount due the Sub-Contractor.

Cost shall be limited to the following: Cost of materials, cost of delivery, cost of labor, including Social Security, old age and unemployment insurance (labor cost may include a pro ratio share of technician's time, only in case an extension of contract time is granted on account of the change); workmen's compensation insurance.

Overhead shall include the following management; supervision, small tools, incidental, general office expense, and all other expenses not included in "cost".

If the net value of a change results in a credit from the Contractor the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials and equipment.

ARTICLE 17: CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Designer written notice thereof within 10 days after the

receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for in Section 16, "changes in work." No such claim shall be valid unless so made.

ARTICLE 18: DEDUCTIONS FOR UNCORRECTED WORK

If the Designer and Owner deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract amount shall be made therefore.

ARTICLE 19: DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Designer, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties Or by causes beyond the Contractor's control, or by any cause which the Designer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Designer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Designer. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract document. The amount of Contractor's delay damages shall be limited to the Costs, overhead and profit items enumerated in Article 16. Recovery of delay damages is conditioned upon compliance with the notice requirements of Article 17.

ARTICLE 20: CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work condemned by the Designer as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days time, thereafter, the Owner may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment, or from the date of the Owner's substantial usage or occupancy of the project, whichever is earlier, and in accordance with the terms of any special guarantees provided in the contract. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article will be decided by the Designer, notwithstanding final payment.

ARTICLE 21: OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy may make good such deficiencies and may deduct the cost thereof from the payment; then or thereafter due the Contractor, provided, however, that the Designer shall approve both such action and the amount charged to the Contractor.

ARTICLE 22: OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or if the Contractor should fail to make prompt payment to suppliers for material, or labor, or persistently disregard laws, ordinance or the instructions of the Designer, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Designer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract amount shall exceed the expense of finishing the work including compensation for additional Designer, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default, shall be certified by the Designer.

ARTICLE 23: THE CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of thirty days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor, may, upon seven days written notice to the Owner and the Designer, terminate this contract and recover from the Owner, payment for all work executed and any proven loss sustained upon any plant or materials and reasonable profit and damage.

Should the Designer fail to issue any certificate for payment, through no fault of the Contractor, within seven days after the Contractor's formal request for payment or if the Owner should fail to pay to the Contractor within 30 days after presentation, any sum certified by the Designer, then the Contractor may, upon seven days' written notice to the Owner and the Designer, stop the work or terminate this Contractor as set out in the preceding paragraph.

ARTICLE 24: PAYMENTS

The Contractor shall, before the first application for payment, submit to the Designer in triplicate a "contract cost breakdown" form acceptable to the Designer, if required, this form shall be supported by such evidence as to its correctness as the Designer may direct and, shall be reviewed by the Designer and unless found to be in error, used as a basis for payments.

The Contractor shall submit to the Designer an application for each payment on the latest revision of the BGS "Requisition for payment" form, and, if required, receipts or other vouchers, showing his payments of materials and labor, including payments to suppliers as required by Article 34.

Application for payment as the Work progresses may be made of the Owner but no more often than once a month, unless due to unusual circumstance the Owner may approve more frequent payment. Said requisition for payments shall be based on the proportionate quantities of the various classes of work completed or incorporated in the Work less retainage, in accordance with the Work progress schedule and the value thereof determined from the contract cost breakdown. Payments, upon authorization of the Designer, may be made on account of materials not incorporated in the Work but delivered and suitably stored at the site. Such payments shall be conditioned upon submission by the Contractor of bills of sale, or such other procedure as will adequately protect the Owner's interest including applicable insurance.

In the event any materials are delivered but not yet incorporated in the Work, have been included in any said "Requisition for Payment" and payment thereon made and said materials thereafter deteriorate, become damaged or destroyed or for any reason whatsoever become unsuitable or unavailable for use in the Work, then the full amount allowed therefore in any previous "Requisition for Payment", shall be deducted from the gross value of any subsequent payment or final payment unless the Contractor shall satisfactorily replace said material.

After said "Requisition for Payment" has been prepared by the Contractor in the required number of copies, it shall be submitted to the Designer for review. The Designer shall verify and approve the "Requisition for Payment", and forward all copies to the Owner for processing for payment by the Owner.

No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with this contract. Except for those claims previously made by either party and still unsettled, the making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, those not complying with the

requirements of the plans and specifications, those covered by warranties, and of all claims by the Contractor.

Title 5 M.R.S.A. Section 1746 as amended provides that in any contract awarded for any public improvement, the State shall withhold 5% of the money due the Contractor until the project under the contract has been accepted by or for the State, except that when the contract has been *substantially completed* the State may, upon request, further reduce the amounts withheld if it deems it desirable and prudent, or except when the Contractor elects to deposit with the Treasurer of the State certain Government Bonds as provided in Chapter 437, Public Laws of 1967.

With each monthly requisition the Contractor shall release and indemnify the owner from and against all liens on the project through the requisition date and shall supply partial lien waivers from all suppliers through the date of the prior requisition.

All payments to be made in accordance with Title 10 MRSA Chapter 201-A “An Act to Ensure Prompt and Equitable Payment for Construction Services”.

ARTICLE 25. PAYMENTS WITHHELD

The Designer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to suppliers for materials.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Damage to the premises or Work.
- G. Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

ARTICLE 26. CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this article and such insurance has been approved by the Owner, nor shall the Contractor allow any supplier to commence work on a subcontract until all similar insurance required of the supplier has been so obtained and approved.

The State and the Owner does not warrant or represent that the insurance required under this paragraph constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Suppliers. The Contractor and Suppliers of every tier shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work.

The Contractor and any Supplier shall procure and maintain for the duration of the Project insurance of the types and limits set forth under this paragraph and such insurance as will protect themselves from claims which may arise out of or result from the Contractor’s or Supplier’s execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance coverage provided by the Contractor and any Supplier will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

A. Workers’ Compensation Insurance

Worker’s compensation insurance for all employees on site in accordance with the statutory 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.

B. Liability Insurance

1. General Liability Insurance

General liability insurance shall be on a form providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover 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. It shall include collapse and underground coverage - as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a per 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

2. Automobile Liability Insurance

Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, Ownership or use of all owned, nonowned and hired automobiles, trucks and trailers.

Minimum acceptable limit is \$1,000,000 any one accident or loss.

3. Owners Protective Liability

For Contracts exceeding \$50,000 in total Contract amount, Contractor shall secure an Owners Protective Liability policy naming the Owner as the Named Insured.

Minimum acceptable limits are:

General aggregate limit:	\$2,000,000
Each occurrence limit:	\$1,000,000

C. Property Insurance

Unless otherwise waived in writing by the Owner, the Contractor shall procure and maintain replacement insurance naming the Owner and Contractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include sprinkler leakage where sprinkler coverage is applicable.

D. Certificates of Insurance

Four original copies of all certificates of insurance in a form and issued by companies acceptable to the Owner shall be provided to the Designer prior to commencement of work. The certificates shall name the Owner as certificate holder and shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least thirty (30) days prior written notice by registered letter has been given to the Owner.

ARTICLE 27: CONTRACT BONDS

Not Required.

ARTICLE 28: DAMAGES

1. The Contractor shall indemnify and hold harmless the Owner and the Designer and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the Owner or the Designer or any of their agents or employees, by any employee of the Contractor, any Supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Supplier under Workmen's Compensation Acts, disability benefit acts, or other employee benefit acts.

3. The obligations of the Contractor under paragraph 1 shall not exceed the liability of the Designer, the Designer's agents or employees arising out of:

- (a) The preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (b) The giving of or the failure to give directions or instructions by the Designer, the Contractor, agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 29: LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fee.

ARTICLE 30: ASSIGNMENT

Neither party to the contract shall assign the Contractor or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any money due or to become due to him hereunder, without the previous written consent of the Owner.

ARTICLE 31: MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner or Designer on account of any damage alleged to have been so sustained, the Owner or Designer shall notify the Contractor, who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner or Designer arises therefrom, the Contractor shall pay or satisfy it.

ARTICLE 32: SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work under similar general conditions. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Designer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other

Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in Contractor's work after the execution of the Contractor's work.

To insure the proper execution of the Contractor's subsequent work the Contractor shall measure work already in place and shall at once report to the Designer any discrepancy between the executed work and the drawings.

ARTICLE 33: SUBCONTRACTS

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

ARTICLE 34: RELATIONS OF CONTRACTOR AND SUPPLIER

The Contractor agrees to bind every Supplier and every Supplier agrees to be bound by the terms of the contract documents, as far as they are applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Designer.

Supplier agrees:

- A. To be bound to the Contractor by the terms of the contract documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- B. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified.
- C. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees:

- D. To be bound to the Supplier by all the obligations that the Owner assumes to the Contractor under the contract documents, and by all the provisions thereof affirming remedies and redress to the Contractor from the Owner.
- E. To pay the Supplier, upon the payment of certificates, the amount allowed to the Contractor on account of the Supplier's work to the extent of the Supplier's interest therein.
- F. To pay the Supplier, upon the payment of certificates, if issued otherwise as in section E above, so that at all times the Supplier's total payments shall be as large in proportion to the value of the work done by the Supplier.

- G. To pay the Supplier to such extent as may be provided by the contract Documents or the contract, if either of these provide for earlier or larger payments than the above.
- H. To pay the Supplier on demand for subcontract work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Designer fails to issue it for any cause not the fault of the Supplier.
- I. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the contract.
- J. That no claim for services rendered or materials furnished by the Contractor to the Supplier shall be valid unless written notice thereof is given by the Contractor to the Supplier during the first ten days of the calendar month following that in which the claim originated.
- K. To give the Supplier an opportunity to present and to submit evidence in any progress conference or disputes involving supplier work.
- L. To pay the Supplier a just share of any fire insurance money received by him, the Contractor, under Article 26 of the General Conditions.

ARTICLE 35: DESIGNER'S STATUS

The Designer shall be the Owner's representative during the construction period and he shall observe the work in progress on behalf of the Owner. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the contract documents or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.

The Designer shall be, in the first instance, the interpreter of the conditions of the contract and the judge of its performance. The Designer shall side neither with the Owner nor with the Contractor, but shall use the Designer's powers under the contract to enforce its faithful performance by both.

In case of the termination of the employment of the Designer, the Owner shall appoint a capable and reputable Designer whose status under the contract shall be that of the former Designer.

ARTICLE 36: CASH ALLOWANCES

Not Used.

ARTICLE 37: USES OF PREMISES

The Contractor shall confine his work; the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Designer, and as required by the Contract Documents, and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight which will endanger its safety. The Contractor shall enforce the Designer's instructions regarding signs, advertisements, fires, and smoking.

If any part of the building is completed and ready for occupancy, the Owner may, by written and mutual consent, without prejudice to any of the Owner's rights or the rights of the Contractor enter in and make use of such completed parts of the building. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

ARTICLE 38: CUTTING, PATCHING AND DIGGING

Not Used. Owner's General Contractor shall provide any necessary cutting and patching.

ARTICLE 39: LAYOUT OF WORK

Not Used.

ARTICLE 40: WORKMANSHIP

All workmanship, materials or equipment, either at the site or intended for it shall conform with all respects with the requirements of all the contract documents, and shall be strictly first class, workmanlike installation and the best obtainable from technicians. Incomplete or careless workmanship will not be allowed. In all cases the materials, equipment and work shall be equal to or better than the grade specified and the best of their kind that is obtainable for the purpose for which they are intended. The Designer's decision on the quality of work shall be final.

All labor shall be performed by skilled technicians. Prior to submitting a proposal, the Contractor shall become familiar with the local labor conditions.

If, in the opinion of the Contractor, any work is indicated on the drawings or specified in such manner as would make it impossible to produce work of the highest quality, or should discrepancies appear between drawings, or drawings and specifications, the Contractor shall refer the same in writing to the Designer for interpretation before proceeding with the work.

If the Contractor fails to make such reference, no excuse will be entertained thereafter for failure to carry out the work in the satisfactory manner.

The Contractor shall guarantee the Contractor's work against any defects in workmanship and materials for a period of one year from the date of the written final acceptance of the project.

ARTICLE 41: CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, and surplus materials and shall leave his work "Broom Clean" or its equivalent, unless more exactly specified.

In case of failure to comply by the Contractor, the Owner may perform the cleanup and deduct the cost from any monies due the Contractor.

ARTICLE 42: DISPUTE RESOLUTION

If, in the performance of this contract, there arises a dispute between the Contractor and the Owner that cannot be resolved by the parties to the contract, the dispute shall be referred to the Director of the Bureau of General Services who, at his/her discretion, will submit the dispute to non-binding Alternate Dispute Resolution (ADR) or binding arbitration. If the parties in dispute are not satisfied with the results of ADR the Owner or the Contractor may resubmit the dispute to the Director of the Bureau of General Services for binding arbitration.

In any non-binding Alternative Dispute Resolution (ADR) or binding arbitration between the Owner and the Contractor, the Owner may elect to consolidate related claims between the Owner and the Designer. Any mediator and/or arbitrator shall be subject to the mutual approval of the Owner, the Contractor and, as applicable, the Designer, such approval not to be unreasonably withheld by any party.

ARTICLE 43: COMPLETION TIME AND LIQUIDATED DAMAGES

a) The Date(s) of Completion is stated in the Proposal Form Section 2-B and in the Contract Form Section 2-E. If the Contractor finds it impossible to complete the Work on or before the said Date(s) of Completion, he make a written request to the Owner for an Extension of Time setting forth therein the reasons for the request. If the Owner finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor he may extend the Date(s) of Completion which will then be in full force and effect, the same as though it was the original Date(s) of Completion. b) Time is an essential element of the Contract and it is important the Work be pressed vigorously to Completion. The cost to the Owner of Administration of the Contract, inspection and supervision will be increased as the time occupied in the Work, is lengthened. c) For each calendar day that the Work shall remain uncompleted after the Date(s) of Completion specified in the Contract, the amount per day, listed below in the Schedule of Liquidated damages, shall be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided, however that due account shall be taken of any adjustment of the Date(s) of Completion granted under the provisions of Paragraph (a) above. d) The Contractor shall expressly be prohibited from filing delay claims or attempting to recover damages for its scheduled early completion. The Owner and Designer have not requested accelerated schedules and cannot accommodate the Contractor if he chooses to accelerate the Work. The Owner and Designer have designed the Project to be done in an orderly fashion which allows for bad weather, minor changes in the Work, and an orderly submittal and review process of materials and workmanship. Any Contractor choosing to bid the project with

accelerated completions, earlier than those allowed by the phasing plan, has a duty to inform the project owner of the Contractor’s intention to achieve early completion and he shall also note early completion as a qualification on his bid form. The Owner reserves the right to reject all bids containing limitations or qualifications.

SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Contract Amount</u>	<u>Amount of Liquidated Damages Per Day</u>
More than \$ 100,000 and less than \$ 3,000,000	\$ 750.00
More than \$ 3,000,000 and less than \$ 7,000,000	\$ 1000.00
More than \$ 7,000,000 and less than \$ 10,000,000	\$ 1500.00
More than \$ 10,000,000	\$ 1500.00 plus \$ 150 per \$ 1,000,000

END OF DOCUMENT

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 Work identified in, implied by or otherwise required by the Contract Documents dated April 12, 2020; as amended by Bid Addenda, and subsequent change orders.
- C. Work Excluded from This Contract:
 - 1. Providing equipment noted as "Not in Contract" (N.I.C.) or "By Owner," (B.O.) or "By FFE Vendor" 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.
 - 2. Electrical connections and fiber-optic installations are not included under the contract and will be provided by the Owner's Contractor and Utility contractors.

1.02 GENERAL RESPONSIBILITIES OF THE IT NETWORK EQUIPMENT CONTRACTOR

- A. 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.
- B. Coordination: The General Contractor shall be fully responsible for coordinating all IT Network Equipment procurement and installation activities to assure efficient and orderly installation of each part of the related Work. In addition to Equipment related scheduling with the Owner's General Contractor for coordination purposes. See Section 01 30 00 – Administrative Requirements. In general coordination duties shall include, but not be limited to the following:
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule activities in the sequence required to obtain the best results.
 - 2. 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.
 - 3. Coordinate and schedule the Work with the Owner's General Contractor and other installers to avoid conflicts in installation schedules; including, but not limited to utility companies, regulatory agencies, and the construction of the School.
 - 4. Where inspections or approval of a substrate or component to be installed by another is required, coordinate activities and notification the Architect any conflicts.
 - 5. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 - 6. Make adequate provision to accommodate items scheduled for later installation.
 - 7. Coordinate and schedule the Work with the other Owner's vendors to avoid conflicts in installation schedules; including, but not limited to furniture, fixtures, equipment, control and alarm systems, and testing / commissioning activities.
 - 8. Coordinate completion and clean-up of IT Networking Equipment Work in preparation of Substantial Completion.

9. After Owner review and acceptance of the Work, submit final certification that all equipment has been installed in compliance with all manufacturer warranties.
- C. Supervision: The contractor shall place and maintain a competent, experienced project manager in charge of the Work on the job site at all times while work is in progress, including any overtime operations by the contractor's forces. 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 project manager and ask for a replacement if in the Owner's opinion the person does not meet the qualifications that the project will demand. The same manager 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, 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 manager shall communicate with school officials to the extent necessary for the safe execution of the Work only; and not to discuss proper execution or the work, or for requests to make changes, approve costs, or installation deviations.
 - e. Contractor's forces shall not trespass on neighboring property or interact with neighbors.
 - f. All construction personnel shall be issued identification badges by the Contractor, which shall be conspicuously displayed at all times while on the construction site.
- D. 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, reviewed submittals, Shop Drawings, and other reviewed documents and samples to be incorporated into the Work.
 2. Accommodation and Cooperation with the Owner: The Contractor shall cooperate with the Owner to the greatest extent possible. Store and protect on-site materials at locations acceptable to the Owner, Site Contractor, and governing authorities.
- E. Phasing and Work Scheduling
1. The following shall serve as a general description of the Owner's scheduling requirements related to the Work of this Contract. It is provided for the Contractor's use in preparing an acceptable schedule and executing the Work at times and in a manner least disruptive to ongoing activities.
 - a. Prior to completing and distributing the Installation Schedule or proceeding with the Work, the Contractor shall meet with the Owner, and Architect, accurately assess the Owner's requirements relative to the use of the site and subsequent new school construction and schedule the Work accordingly. This includes access to the existing high school located at 826 High Street in the City of Bath. Coordinate the harvesting, moving, and relocating of any existing Network equipment and materials to be removed from the existing high school and installed in the new building.
- F. Safety: The Contractor shall assume full responsibility for all means, methods, procedures, sequences and techniques of construction activities employed and shall take all measures required to ensure the safety of construction workers and the safety of the general public.
- G. Security: The Contractor shall be responsible for the securing the equipment against access by unauthorized persons at all times; including nights, holidays and days when the site may be unoccupied.

- H. 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; defined as the building and building related storage areas. Cooperate with the General Contractor who is responsible for securing the Building.
- I. Guarantee: The Contractor shall guarantee the equipment and installation to be free from defective or improper work, and shall make good any damage due to such work for a term of one-year from the date of acceptance of the Work. See Section 01 78 10 - Warranties.

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 Architect at the earliest feasible date, but in no case later than seven (7) days prior to submittal of the first Application for Payment. The Schedule of Values shall clearly identify the cost of the Work.
 - 1. Separate Schedules of Values shall be prepared for material and labor of the Work.
 - 2. The cost of the Work for separate activities shall be further broken down by each components, labor, materials, or other appropriate means in sufficient detail to facilitate continued evaluation of project progress.
 - 3. The format and general content of such schedule shall be acceptable to the Owner and Architect. 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 Architect and Owner, the fully completed Schedule of Values; in a form acceptable to the Owner and Architect.
- B. Payment Requisition: The Contractor shall submit to the Architect five (5) original copies of "Application for Payment", on the required BGS Form(s), 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 Architect 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 Architect 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 Architect and 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 Architect 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 to include material and labor line.
 - c. Contractor's Installation Schedule.
 - e. Material List of Contractor's equipment.
 - 8. Application for Payment at Final Acceptance: Submit an Application for Payment following issuance of the Owner's acceptance and contractor's warranty certification.

9. Final Application for Payment: The following administrative actions and submittals shall precede or coincide with the submittal of the final Application for Payment:
 - a. Assurance that unsettled claims will be settled.
 - b. Proof that all payments, fees, and similar obligations have been paid.
 - c. Removal of temporary facilities and services.
 - d. Removal and disposal of all surplus materials, rubbish, and similar elements.
 - e. Video of all Owner-training sessions
 - f. Final sign-off of all punchlist items.
- 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.
- D. Schedule Update: Along with each payment requisition, the Contractor shall summarize the progress of the Work and shall identify:
 1. Expected to be worked on during the next month.
 2. Special conditions or circumstances that may affect the safe installation of equipment.
 3. Any necessary measures to achieve the completion dates.

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 Architect.
- B. Owner Initiated Change Order Proposal Requests: The Architect shall issue Proposal Requests that describe proposed changes in the Work that may require adjustment to the Contract Sum. The Architect 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 Architect and 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 Architect.
 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.
- D. Change Order Procedures: Upon the Owner's approval of a Change Order Proposal or Request, the Architect will issue a Change Order for signatures of the Owner and Contractor. Five (5) copies shall be provided for signature.

1.05 AS EQUAL EQUIPMENT AND SUBSTITUTIONS

- A. Equipment, not specified herein, will be considered equal by the Owner if the following criteria is met:
 1. Equipment consists of specific features relating to the performance, durability, and life-cycle of the specified equipment.
 2. Equipment has the proven track record of performance.
 3. Equipment is manufactured by reputable companies in the industry.
- B. 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. In strict conformance with the Instructions to Bidders, substitutions and deviations will not be accepted.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for requirements regarding submission of:
 - 1. Product and Equipment materials.
 - 2. Operating Instructions.
 - 3. Owner's Operation and Training Manuals.

1.07 PROJECT MEETINGS

- A. The Contractor shall schedule the following project meetings including but not limited to:
 - 1. Pre-Installation Meetings.
 - 2. Coordination Meetings, which shall also include the Owner, Owner's General Contractor, and Commissioning Agent.
 - 3. Project Close-out Meeting.
 - 4. Other meetings as necessary.
- B. Pre-Construction Meetings:
 - 1 The Contractor shall conduct an initial organization meeting at the Project site or other convenient location after the Notice to Proceed and prior to commencement of on-site construction activities.

1.08 WARRANTIES

- A. See Section 01 78 10 - Warranties.

1.09 PROJECT CLOSE-OUT

- A. See Section 01 78 00 - Project Close-out, for requirements regarding:
 - 1. Completion procedures, including Project Close-out Meeting.
 - 2. Owner's evaluation of the Work.
 - 3. Final Acceptance procedures.
 - 4. Project record submittal, including O&M manuals, warranties binder, and equipment testing report(s) and record drawings.
 - 5. Spare parts and extra materials procedures.
 - 6. Operating and maintenance instructional sessions.
 - 7. Final cleaning.
- B. Use by the Owner: The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions thereof may not have expired; but such possession and use shall not be an acceptance of the Work.

1.13 TIME FOR COMPLETION

- A. Time is of the essence of the Contract, and the Work to be performed under the Contract shall be commenced expeditiously after execution of the Contract or Notice to Proceed is issued, and shall be Substantially Complete for systems to be operational for the new school building on or **June 15, 2020**.
- 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 30
ELECTRONIC MEDIA****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. 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 Floor Plans available in electronic data version of the Project, for the limited purposes described in this Agreement.

ELECTRONIC DATA TRANSFER AND NON-DISCLOSURE AGREEMENT

The Agreement is entered into and agreed by, between and among Lavallee Brensinger Professional Association (LBA), and _____ (Recipient) and is made in reference to the Morse High School & BRCTC – Regional School Unit 1 Project in Bath, Maine. 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 computer-aided design files including native file formats (DWG) and Building Information Models (BIM). Computer-Aided-Design files shall be provided as Autocad.dwg files. 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 General 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:
 - 1) The Recipient shall first forward a complete list of all such third parties to LBA for LBA's prior written authorization. The list shall include all third party names, addresses, telephone numbers, and email addresses.
 - 2) 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 LBA to convert files from its currently used format of Revit (BIM) to an alternative format, LBA shall be compensated for such conversion at the rate of \$75.00 per file, payable in advance.

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

RECIPIENT _____
(Company)

By: _____ Date: _____

Title: _____

LBA

By: _____ Date: _____

Title: _____

END OF SECTION

**SECTION 01 22 00
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment.
- C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 QUANTITIES

- A. Unit Prices shall be the same for one (1) or more items.
- B. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect and Owner, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products remaining on hand after completion of the Work.
 - 5. Loading, hauling, and disposing of rejected Products.
- C. The decision as to whether or not to use the unit prices provided by the Contractor shall be at the sole discretion of the Owner, and the Owner's decision shall be considered final. These Unit Prices may be used to either add or deduct amounts from the Contract.

1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect and Owner, it is not practical to replace defective Work, Architect will direct repairs to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect and Owner.
- C. The authority of Architect to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES – See Section 2 – B3 Unit Price Form

- A. Item 1: Network Switch, as specified.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meetings.
- B. Mobilization meeting.
- C. Testing reports.
- D. Equipment and Materials Schedule.
- E. Submittal Schedule.

1.02 RELATED REQUIREMENTS

- A. Section 01 00 00 - General Requirements.
- B. Section 01 78 10 - Warranties.
- C. Section 01 78 00 - Project Close-out: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. See Section 01 00 00 General Requirements, for Pre-construction Meeting.

3.02 MOBILIZATION MEETING

- A. The Owner shall schedule a meeting at the Project site prior to the Contractor's mobilization.
- B. Attendance Required:
 - 1. IT Networking Equipment Contractor.
 - 2. General Contractor.
 - 3. Site Contractor
 - 4. Owner.
 - 5. Architect.
 - 6. General Contractor's Site Supervisor.
 - 7. Clerk of the Works.

3.03 TESTING REPORTS

- A. Contractor shall provide Testing and Operational observations and tests.
 - 1. Keep records of Changes and Change Orders received and implemented.
 - 2. Log Significant deliveries.
 - 3. Identify Equipment or system tests and start-ups.
 - 4. Document partial completions, use of the site.
 - 5. Advise of Completions authorized by the Owner.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within seven (7) days after date of the Agreement, and prior to Mobilization, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
 - 1. After the agreement the Owner shall submit to the Contractor an updated General Contractor schedule. The Contractor shall consider and incorporate the General Contractor schedule into the preliminary schedule for review. Conflicts, concerns or other related questions pertaining to the coordination of such schedules shall be reviewed on site with the General Contractor, Site Contractor, Owner and Architect for resolution.

2. Provide the scheduled date when programming information is required by the Owner, and provide a list of information required for programming.
- B. If preliminary schedule requires revision after review, submit revised schedule within three (3) days.

3.05 SHOP DRAWINGS

- A. Shop Drawings: Shop drawings include any required riser diagrams demonstrating the equipment configuration within Network racks.
1. Include any Network architecture describing the configuration and software
 2. Include any hardware and software architecture describing programming.
 3. Include programming information provided by the Owner.

3.06 EQUIPMENT AND MATERIAL SCHEDULE

- A. Refer to the Section 10 60 00 Product Requirements.

3.14 CERTIFICATIONS

- A. Certifications from manufacturers and/or installers required to install Network Equipment.

3.16 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit for review:
1. Product data.
 2. Shop drawings.
 3. Network Architecture Diagrams
 4. List of information required from the Owner for programming purposes
 5. Material List
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

3.17 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual Sections, submit for information:
1. Record of final shop drawings incorporating any and all submittal review comments.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Other types indicated.
- B. Submit for Architect's record.

3.18 SUBMITTALS FOR PROJECT CLOSEOUT

- A. 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. Other types as indicated in other specification sections
- B. Submit for Owner's benefit during and after project completion.

3.19 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review: Submittals to the Architect shall be electronic files in PDF format, unlocked, markable and reproducible.

3.20 SUBMITTAL PROCEDURES

- A. Transmit each submittal with an approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

- C. Submittal form shall include identification information: Project name, Contractor, supplier; product name, pertinent drawing and detail number, and specification section number, submittal category, date, and total number of pages in the submittal.
- D. Contractor's Action and Certification: The Contractor shall review each submittal, check for compliance with the Contract Documents, note corrections, note installation information, and complete a review stamp with the following information:
 - 1. Contractor stamp, signed or initialed certifying that the submittal conforms to requirements of the Contract Documents in accordance with the General Conditions.
 - 2. Submittals including any equipment not specified, and submitted as an equal, shall clearly identify each feature and performance criteria from the specified product compared to the submitted product.
- E. Submittals of poor legibility may be returned without action for re-submission.
- F. Submittals not including a completed Contractor's Certification Stamp will be returned without action for review by the Contractor and re-submission.
- G. Submittals certified as in conformance by the Contractor and found to deviate from requirements of the Contract Documents will be returned without action for re-review by the Contractor and re-submission.
- H. All notations made on submittals by the Contractor, suppliers, or fabricators shall be made in bold line type and initialed by person making the notations. Clearly indicate specified items with a "cloud" or arrows. Cross out all extraneous information not intended as part of the submission. Do NOT use highlighter or colored markings, only arrows, circles, text and the like that can be copied in black and white shall be allowed.
- I. Provide a detailed notation of all "or equal information" from the Contract Document requirements including minor variations and limitations, and the reason for each variation. Include a Contractor's Substitution Request.
- J. Schedule submittals to expedite the Project, and coordinate submission of related items.
- K. For each submittal for review, allow adequate time for review, including delivery time to and from the Contractor, as required within the schedule; and as required by the General Conditions.
- L. Provide space for Contractor approval and Architect review stamps.
- M. When revised for resubmission, identify all changes made since previous submission.
- N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- O. Submittals not required will not be recognized or processed.
- P. Do not order materials or proceed with the Work requiring submission and review of Product Data, Shop Drawings, or similar submittals prior to receiving acceptance of the submittal from the Architect.
- R. The Contractor shall not use or take submittals on-site without the Architect's or the Architect's consultant's Submittal Stamp indicating acceptance. Submittals without this stamp or with a stamp indicating non-acceptance shall not be used in connection with construction.

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. Procedures for Owner-supplied products.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Sub-bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 00 00 - General Requirements.

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.

PART 2 PRODUCTS**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description; and as defined elsewhere in the Specification.
- 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. Equal products shall be considered by following procedures defined elsewhere in the Specification.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified and as required to complete the work as intended.

2.04 SCHEDULE OF EQUIPMENT AND MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities SCHEDULED below, and as required to complete the work as intended.
- B. Switches and Chords:
 - a. JL557A#ABA Aruba 2930F 48p 10/100/1000 GbE switches at IDFs (Quantity 6)
 - b. JL558A#ABA Aruba 2930F 48p 10/100/1000 GbE switches at MDF (Quantity 2)
 - c. J9150D Aruba SFP+10GbE LC SR Transceivers (Quantity 16)
 - d. 9ft 50/125 OM4 fiber patch chords (one end LC, other unknown at this time) (Quantity 16)

Power Backup				
Mfg P/N	Description	Qty	Price	Total
SMT3000RM2UC	APC SmartUPS 3000VA RM LCD	8		
SRT3000RMXLA-NC	APC SmartUPS SRT 3000VA RM w/ Network Card	0		
AP9630	APC UPS Network Management Card 2	8		
Misc.				
Mfg P/N	Description	Qty	Price	Total
SR42UBMD	Tripp Lite 42U Rack Enclosure 36" Depth w/Doors & Sides	1		
SR42UBMDEXP	Tripp Lite 42U Rack Enclosure 36" Depth w/Doors Kendall Howard 1U Keyboard & Tray Rack	1		
B072-016-IP2	Tripp Lite 16-Port NetCommander 2 Remote Users KVM	1		
B078-101-USB-1	Tripp Lite KVM Switch USB Server Interface Unit w/ 1 USB	12		
B078-101-USB2	Tripp Lite KVM Switch USB Server Interface Unit w/ 2 USB	4		
TOTAL				

PART 3 EXECUTION**3.01 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities: Owner's Contractors will provide materials and products NOT specified herein. .
- B. Contractor's Responsibilities:
 - 1. Review Owner provided construction schedules.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner. record shortages, and damaged or defective items.
 - 3. Install supports as required for proper installation. This includes, but is not limited to, the following:
 - a. Integrated Technology (IT) and Network equipment
 - 4. Handle, uncrate, store, assemble, install, connect, adjust and finish products.
 - 5. Protecting products from damage and from exposure to construction dust and debris.
 - 6. After receipt, repair or replace items damaged the Contractor or persons under his control.

3.03 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 replaced.
- 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, weather-tight 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.
- I. The Contractor shall exercise caution in temporarily loading materials on soils, newly installed site and paved areas, protected tree lines, 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 areas to support such loads. The Contractor shall correct, at no additional cost to the Owner, any resultant damages.

3.04 STORAGE AND PROTECTION OF EQUIPMENT AND MATERIALS

- 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 and recommendations.
- 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. Provide ventilation to prevent condensation and degradation of products.
- F. Prevent contact with material that may cause corrosion, discoloration, or staining.

- G. Provide equipment and personnel to store products by methods to prevent damage, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection.

END OF SECTION

**SECTION 01 78 00
PROJECT CLOSE-OUT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Completion procedures.
 - 1. Project Close-out meeting.
 - 2. Equipment and Programming testing submissions
- B. Project Record Documents.
 - 1. Record Documents
 - 2. List of equipment and material suppliers.
 - 3. Operation and Maintenance Data.
 - 4. Warranties.
 - 6. Testing Final Report.
 - 7. Commissioning Agent: Acceptance Report
- C. Operating and Maintenance Instructional Sessions.
- D. Punchlist Adjustment requirements.
- E. Final Cleaning.

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: Floor Plan backgrounds.
- D. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, and product data.
- E. Section 01 78 10 - Warranties: General warranty requirements.
- F. Section 01 60 00: Product Requirements

1.03 SUBSTANTIAL COMPLETION PRELIMINARY PROCEDURES

- A. Prior to requesting evaluation of the Work for certification of Completion, the Contractor shall complete the following items.
- B. Close-out Meeting: Participants in the meeting shall include the Contractor, Owner and Architect. The Contractor shall prepare the agenda and schedule of close-out tasks, for prior distribution, which, among other items as may be determined by the Contractor, shall include, but not be limited to the following:
 - 1. Start-up Activities.
 - 2. Programming and training of Network Equipment System.
 - 3. Owner's Equipment Testing.
 - a. Computer network equipment.
 - 4. Delivery of tools, spare parts, extra stock, etc.
 - 5. Punch Lists:
 - a. Contractor Initial Draft of completion tasks
 - b. Architect / Owner reviewed and amended List.
 - 6. Final Cleaning Operations.
 - 7. Instructional Sessions:
 - a. Video of Owner Training.
 - 8. Record Information:
 - a. Warranty binder
 - b. O&M manuals

- F. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and any licenses, operating certificates, and similar releases.

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 Completion or advise the Contractor of requirements yet to be completed prior to evaluation.
- B. Work found to be incomplete or not in conformance with the Contract requirements after the Owner's evaluation shall be completed or corrected before Final Acceptance and Final Payment.
- C. When Work has been completed or corrected, the Contractor shall submit to the Architect and Owner a written request for re-evaluation. Include a copy of the initial Punch List with notation of action taken for each item.
- D. The Contractor shall complete each punchlist item within thirty (30) days of the Contractor submitting the Architect and Owner amended Punchlist. Each item shall be assigned an acceptable value by the Contractor, as amended and accepted by the Architect, for 150% of the value of the work to be completed.
- E. Re-evaluation Procedure: The Architect and Owner will re-evaluate the Work upon receipt of written notice from the Contractor that the Work, including correction of items previously noted, has been completed.
 - 1. If within sixty (60) days from the date of Substantial Completion, or Owner's temporary use and occupancy, the punchlist remain incomplete, the Owner at its discretion may retain the amounts assigned to the incomplete items and close out the Contract with the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

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.

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 installers 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.

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 / reprogramming 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 Final Completion, defined by the completion of equipment testing as operational for its intended purpose(s) and accepted by the Owner, designates the commencement date for warranties unless specifically indicated otherwise.

1.05 SUBMITTALS

- A. Submit written warranties to the Architect in conformance with Section 01 78 00 - Project Close-out.
- C. Form of Submittal: At Final Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, installer, 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 (1) year from the date of the satisfactory completion and acceptance of the Work phases. Under no circumstances shall any warranties or guarantees for any individual or collective materials or items of equipment commence prior to the date of Acceptance. Extended guarantees or warranties, beyond the basic one (1) year term; unless equipment manufacturers provide longer warranty periods as standard with the products.
- B. Provide guarantees, warranties, on both products and installations as specified.

END OF SECTION

SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. Section Includes:
1. General requirements for coordinating and scheduling commissioning.
 2. Commissioning meetings.
 3. Commissioning reports.
 4. Use of test equipment, instrumentation, and tools for commissioning.
 5. Construction checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
 6. Commissioning tests and commissioning test demonstration.
 7. Adjusting, verifying, and documenting identified systems and assemblies.

1.3 DEFINITIONS

- A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, checklists, performance tests, performance test demonstrations, commissioning tests and commissioning test demonstrations.
- B. Commissioning Authority / Agent (CxA): An entity engaged by Owner.
- C. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation requirements of commissioning. The Commissioning plan shall be based on scheduled activities identified in the Contractor's CPM schedule; and account for time required to properly execute commissioning activities.
- D. Commissioning: A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements.
- E. Construction Phase Commissioning Completion: The stage of completion and acceptance of commissioning when resolution of deficient conditions and issues discovered during commissioning and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date Construction Phase Commissioning Completion is achieved.
1. Commissioning is complete when the work specified in this Section and related Mechanical and Electrical Sections has been completed and accepted, including, but not limited to, the following:
 - a. Completion of tests and acceptance of test results.
 - b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
 - c. Comply with requirements in Division 1 for "Demonstration and Training."
 - d. Completion and acceptance of submittals and reports.
- F. Owner's Witness: Commissioning Authority (CxA) or Architect-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.
- G. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.
- H. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.

1.4 COMPENSATION

- A. Should Architect, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.
 - 1. Failure to provide timely completion of networking equipment to allow construction activities to be commenced as scheduled. Construction Systems are scheduled to be connected to the operational network equipment on June 16, 2020.
 - 2. Failure to meet acceptance criteria for test demonstrations.

1.5 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s):
 - 1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning. This person or entity shall have ten (10) years' experience in the commissioning of similar type buildings and systems.
 - 2. Project superintendent and other employees that Owner's General Contractor may deem appropriate for a particular portion of the commissioning.
 - 3. Subcontractors, installers, suppliers, and specialists that Owner's General Contractor may deem appropriate for a particular portion of the commissioning.
- B. Members Appointed by Owner:
 - 1. Commissioning authority, plus consultants that Commissioning Authority may deem appropriate for a particular portion of the commissioning.
 - 2. Owner facility operations and maintenance personnel, plus other consultants that Owner may deem appropriate for a particular portion of the commissioning.
 - 3. Architect, plus consultants that Architect may deem appropriate for a particular portion of the commissioning.

1.6 INFORMATIONAL SUBMITTALS

- A. Comply with requirements in Section 01 30 00 Administrative Requirements for "Submittal Procedures" for submittal procedures general requirements for commissioning.
- B. Test Reports:
 - 1. IT Network Equipment Contractor shall provide testing reports demonstrating Networking equipment, hardware, software, and configurations are complete and operational.
 - 2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.

PART 2 - PRODUCTS**2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS**

- A. Test equipment and instrumentation required to perform the commissioning shall be provided by the Contractor and shall remain the property of Contractor at project completion.
- B. Test equipment and instrumentation required to perform testing operations shall comply with the following criteria:
 - 1. Be manufactured for the purpose of testing and measuring tests for which they are being used and have an accuracy to test and measure system performance within the tolerances required to determine acceptable performance.
 - 2. Calibrated and certified.
 - a. Calibration performed and documented by a qualified calibration agency according to national standards applicable to the tools and instrumentation being calibrated. Calibration shall be current according to national standards or within test equipment and instrumentation manufacturer's recommended intervals, whichever

is more frequent, but not less than within six months of initial use on Project. Calibration tags permanently affixed.

- b. Repair and recalibrate test equipment and instrumentation if dismantled, dropped, or damaged since last calibrated.
3. Maintain test equipment and instrumentation.
4. Use test equipment and instrumentation only for testing or monitoring Work for which they are designed.

2.2 REPORT FORMAT AND ORGANIZATION

- A. General Format and Organization:
 1. Bind report in three-ring binders.
 2. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
 3. Record report on compact disk.
 4. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Review preliminary construction checklists and preliminary test procedures and data forms.

3.2 CHECKLISTS

- A. Create construction checklists based on actual systems and equipment to be included in Project.
- B. Material Checks: Compare specified characteristics and approved submittals with materials as received. Include factory tests and other evaluations, adjustments, and tests performed prior to shipment, if applicable.
- C. Startup: Perform and document initial operation of equipment to prove that it is installed properly and operates as intended according to manufacturer's standard startup procedures.

END OF SECTION