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**General Conditions**

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**1. Preconstruction Conference**

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Architect. The purpose of this conference is to:
- a) introduce all parties who have a significant role in the Project, including:
    - Owner (State Agency)
    - Bureau of General Services (BGS)
    - Architect
    - Consultants
    - Clerk-of-the-works
    - Contractor (GC)
    - Superintendent
    - Subcontractors
    - Other State agencies
    - Owner's Representative
    - Construction testing company
    - Commissioning agent
    - Special Inspections agent;
  - b) review the responsibilities of each party;
  - c) review any previously-identified special provisions of the Project;
  - d) review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Architect;
  - e) review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Architect;
  - f) establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
  - g) discuss jobsite issues;
  - h) discuss Project close-out procedures;
  - i) provide an opportunity for clarification of Contract Documents before work begins;
  - j) schedule regular meetings at appropriate intervals for the review of the progress of the Work.

**2. Intent and Correlation of Contract Documents**

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

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errors or omissions. The Architect shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

**3. Additional Drawings and Specifications**

- 3.1 The Owner shall provide to the Contractor, at no additional expense to the Contractor, a reasonable quantity of additional Drawings and Specifications for the execution of the Work.
- 3.2 The Architect shall promptly furnish additional revised Drawings and Specifications that are created due to corrections or clarifications made by the Architect. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

**4. Record of Documents**

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

**5. Ownership of Contract Documents**

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

**6. Shop Drawings**

- 6.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 6.2 The Architect shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 6.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.

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6.4 The Contractor shall make any corrections required by the Architect, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Architect shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Architect at the time of submission and secured the Architect's written approval. The acceptance of Shop Drawings or schedules by the Architect does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

**7. Samples**

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

**8. Substitutions**

8.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

8.2 The Contractor may submit detailed information about a proposed substitution to the Architect for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Architect. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

8.3 The Architect may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Architect should briefly state the rationale for the decision. The decision shall be considered final.

8.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

**9. Patents and Royalties**

9.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards

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made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.

- 9.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

**10. Surveys, Layout of Work**

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

**11. Permits, Laws, and Regulations**

- 11.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 11.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 11.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 11.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 11.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 11.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Architect in writing. Any necessary changes

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shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.

- 11.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.

**12. Taxes**

- 12.1 The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes. Pricing in all Change Order Proposals from the Contractor and Subcontractors shall not include these taxes.
- 12.2 Maine statute (36 M.R.S.A. §1760) allows "...an exemption from sales and use tax on items which will be physically incorporated in real property of an exempt organization. This exemption only applies to lumber, hardware, doors and windows, nails, insulation and other building materials actually affixed to realty. Tools, wearing apparel, consumable supplies, machinery and equipment used by the Contractor are taxable even if purchased specifically for the exempt job."
- 12.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S.A. §1760 and detailed in Rule 302 (18-125 CMR 302).

**13. Labor and Wages**

- 13.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 13.2 The Architect shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 13.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 13.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 13.5 The Contractor shall conform to Maine statute by providing to the Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

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- 13.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 13.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.
- 13.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

14. Insurance Requirements

- 14.1 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. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
- 14.2 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 Subcontractors. The Contractor and Subcontractors of every tier shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work.
- 14.3 The Contractor and any Subcontractor 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 Subcontractor'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 Subcontractor will be primary coverage.

14.4 Workers' Compensation Insurance

Worker's Compensation insurance for all employees on site in accordance with the requirements of the Workers' Compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

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

14.5 Liability Insurance

a) 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

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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

**b) 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, non-owned and hired automobiles, trucks and trailers.

Minimum acceptable limit is:

Any one accident or loss .....	\$1,000,000
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**c) Owners Protective Liability Insurance**

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

**d) Pollution Liability Insurance**

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Contractor or its Subcontractor shall secure a pollution liability policy in addition to any other coverages contained in this section. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project.

Minimum acceptable limit is:

Each occurrence limit.....	\$1,000,000
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**14.6 Property Insurance**

**a) New Construction**

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

**b) Renovations within or Additions to Existing State Owned Buildings**

Insurance shall be provided by the Owner. The State shall notify Maine Risk Management Division concerning the Project and shall provide the dollar value of the Project and the name of the Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Covered causes of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage. Theft coverage is not included. Exclusions common to commercial property policies are applicable. The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by

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the Contractor and at Contractor expense. A certificate of insurance will be furnished to the Contractor upon request.

- 14.7 The Contractor shall provide four original copies of all certificates of insurance in a form, and issued by, companies acceptable to the Owner prior to commencement of work. The certificates shall name as certificate holder the State of Maine, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077. The certificates shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least thirty (30) calendar days prior written notice by registered letter has been given to the Owner.

**15. Contract Bonds**

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

**16. Allowances**

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

**17. Assignment of Contract**

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

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**18. Separate Contracts**

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

**19. Subcontracts**

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

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**20. Contractor-Subcontractor Relationship**

- 20.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 20.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed by the Subcontractor, the dollar amount allowed to the Contractor at the time each Contractor's Requisition for Payment is approved by the Owner.
- 20.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 20.4 The Contractor shall pay the Subcontractor on demand for subcontract work or materials as far as executed and fixed in place, less retainage, at the time the Contractor's Requisition for Payment is approved by the Owner, even if the Architect fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 20.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 20.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 20.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 20.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 20.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 20.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 20.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Architect's instructions.

**21. Supervision of the Work**

- 21.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

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- 21.2 The superintendent represents the Contractor on the jobsite. Directives given by the Architect or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Architect and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 21.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Architect. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Architect that was not revealed by the superintendent in a timely way.

**22. Observation of the Work**

- 22.1 The Contractor shall allow the Owner, the Architect and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 22.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 22.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Architect.
- 22.4 The Architect shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Architect, the Contractor shall notify the Architect of the construction schedule in this regard. Work concealed or buried prior to the Architect's approval may need to be uncovered at the Contractor's expense.
- 22.5 The Architect may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 22.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Architect as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

**23. Architect's Status**

- 23.1 The Architect represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Architect has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the

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Contractor. The Architect has authority to stop the work whenever such an action is necessary, in the Architect's reasonable opinion, to ensure the proper execution of the contract.

- 23.2 The Architect is the interpreter of the conditions of the contract and the judge of its performance. The Architect shall favor neither the Owner nor the Contractor, but shall use the Architect's powers under the contract to enforce faithful performance by both parties.
- 23.3 In the event of the termination of the Architect's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Architect relative to this contract shall be that of the former Architect.

**24. Management of the Premises**

- 24.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Architect's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 24.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 24.3 The Contractor shall enforce the Architect's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 24.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

**25. Safety and Security of the Premises**

- 25.1 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 25.2 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 25.3 The Contractor shall designate, and make known to the Architect and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 25.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.

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- 25.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 25.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 25.7 Damage to the Work, including that which is reasonably protected, shall be repaired or replaced at the expense of the party who caused the damage.
- 25.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Architect may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 25.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Architect must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 25.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 25.11 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

**26. Changes in the Work**

- 26.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 26.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 26.3 The Architect shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 26.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Architect. Work thus completed by the Contractor constitutes the basis for

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a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

- 26.5 The method of determining the dollar value of extra work shall be by:
- a) an estimate of the Contractor accepted by Owner as a lump sum, or
  - b) unit prices named in the contract or subsequently agreed upon, or
  - c) cost plus a designated percentage, or
  - d) cost plus a fixed fee.
- 26.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods using the following rates. The rates include all overhead and profit expenses.
- a) Contractor - for any work performed by the Contractor's own forces, 20% of the cost;
  - b) Subcontractor - for work performed by Subcontractor's own forces, 20% of the cost;
  - c) Contractor - for work performed by Contractor's Subcontractor, 10% of the amount due the Subcontractor.
- 26.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Architect shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Architect's certificate.
- 26.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 26.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 26.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 26.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 26.12 The Architect may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 26.13 The Contractor shall immediately give written notification to the Architect of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Architect. The Architect shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any

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unnecessary delay of the Work. The Architect shall determine if the discovered conditions warrant a Change Order.

- 26.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Architect if the Contractor claims that instructions by the Architect will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Architect shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Architect shall determine if the Contractor's claim warrants a Change Order.

**27. Correction of the Work**

- 27.1 The Contractor shall promptly remove from the premises all work the Architect declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 27.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Architect. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 27.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Architect. The Architect shall determine the status of all claimed defects.
- 27.4 The Architect may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

**28. Owner's Right to do Work**

- 28.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Architect approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.
- 28.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

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**29. Termination of Contract and Stop Work Action**

- 29.1 The Owner may, owing to a certificate of the Architect indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes: if the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed due to the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or material or labor suppliers, or if the Contractor persistently disregards laws, ordinances or the instructions of the Architect, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.
- 29.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Architect shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 29.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Architect, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 29.4 The Contractor may, if the Architect fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Architect, with seven days written notice to the Owner and the Architect, stop the Work or terminate this Contract.

**30. Delays and Extension of Time**

- 30.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Architect, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Architect shall determine the status of all claimed causes.
- 30.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Architect. In case of a continuing cause of delay, only one claim is necessary.

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- 30.3 The contract shall not be extended due to failure of the Architect to furnish drawings if no schedule or agreement is made between the Contractor and the Architect indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.
- 30.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

**31. Payments to the Contractor**

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

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

- 31.9 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this "retainage" to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (M.R.S.A. 5, Section 1746).

**32. Payments Withheld**

- 32.1 The Architect may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- a) defective work not remedied;
  - b) claims filed or reasonable evidence indicating probable filing of claims;
  - c) failure to make payments properly to Subcontractors or suppliers;
  - d) a reasonable doubt that the contract can be completed for the balance then unpaid;
  - e) liability for damage to another contractor.

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

**33. Liens**

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

**34. Indemnification**

- 34.1 The Contractor shall indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, liabilities and costs, including reasonable attorney's fees, for any or all injuries to persons, property or claims for money damages arising from the negligent

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acts or omissions of the Contractor, its employees or agents, officers or subcontractors in the performance of work under this Agreement.

**35. Workmanship**

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Architect's decision on the quality of work shall be final.
- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Architect may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Architect at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Architect, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Architect shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Architect regarding the required request for information.
- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a Certificate of Substantial Completion.

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

- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more exactly cleaning is specified. The Contractor shall wash all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Architect, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, generally called the "punch list", to be corrected by the Contractor. The Architect shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Architect, and Contractor.

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- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not complete and permanent installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

**37. Date of Completion and Liquidated Damages**

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

<u>If the original contract amount is:</u>	<u>The per day Liquidated Damages shall be:</u>
More than \$100,000 and less than \$2,000,000 .....	\$750
More than \$2,000,000 and less than \$10,000,000 .....	\$1,500
More than \$10,000,000 .....	\$1,500 plus \$250 for each \$2,000,000 over \$10,000,000

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38. Dispute Resolution

38.1 Mediation

- a) In the event of a dispute between the parties which arises under this Agreement in which the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.
- b) Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- c) In any mediation between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

- a) If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act ("MUAA"), except as otherwise provided in this section.
- b) The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- c) The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- d) In any arbitration between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

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1.1 SUMMARY OF WORK

- A. Contract Documents indicate the Work of the Contract and related provisions of the Project.
- B. This Project will be performed at Connor Consolidated School in Connor Township, Maine. The project will start August 1, 2016 and is scheduled for substantial completion on November 21, 2016. Final completion is required on or before November 30, 2016. The area of construction is in use as a school. The building will not be unoccupied for summer vacation until September 7, 2016. It is anticipated that the construction schedule will extend beyond school opening. No work on the project is permitted when school is open. Acceptable times to work on the project will be between 5:00 PM and 7:00 AM on days that the school is open, any weekend day, and any day during a school vacation. The contractor will be required to coordinate construction activities with the Owner's designated representative to insure that construction activities do not interfere with the Owner's operations and that safety protocols are maintained. If the contractor elects to work on the project during an evening or school vacation, all construction materials shall be secured in a place acceptable to the Owner when school is reopened.
- C. Base Bid work involves the removal of approximately 3500 s.f. of asphalt shingles, replacement with standing seam metal roofing, and reinforcement of aspects of the roof framing as indicated. The following outline is provided to summarize the Work. The contractor shall include in his scope all incidental construction required to perform the entire scope of work indicated in the construction documents.
1. Structural
    - a. Reinforce existing LH-series joists at the gymnasium.
    - b. Replace an existing cracked roof purlin.
    - c. Install new 2x6 framing.
    - d. Replace areas of roof deck at drains.
    - e. Repair a deteriorated beam end with epoxy filler.
  2. Roofing
    - a. Remove and dispose of existing asphalt shingles.
    - b. Install new metal roofing.
    - c. Remove existing EPDM roofing as required to replace roof deck as indicated.
    - d. Install new EPDM roofing over replaced deck areas.
  3. Miscellaneous
    - a. Remove existing HVAC ductwork and ceilings where they interfere with structural work.
    - b. Reinstall ductwork and ceilings after framing modifications are complete
    - c. Finish paint exposed structural steel and stain repaired wood beam..
- D. Work of this Contract includes coordinating the work with the daily operations of the Owner to avoid interference with the Owner's operations.

1.2 SCHEDULING AND PHASING OF WORK

- A. Substantial Completion: Work of the Contract must be Substantially Completed by November 21, 2016, with final completion by November 30, 2016.
1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the

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structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

- B. Building Operations: The area of the building where Work is indicated will be unoccupied until September 7, 2016. After that date, school will be in session and the contractor's operations will be limited to nights (5:00 PM to 7:00 AM), weekends, and school vacations. During the school year, there will be minimal area available for storage of materials or equipment on site. Any areas permitted for the contractor's use shall be made secure and maintained for the safety of the users of the building. The contractor will need to coordinate construction activities with the Owner's operations throughout the construction period.
- C. It will be the contractor's responsibility to protect the interior of the Area of Work from damage during construction due to weather or construction operations. Damaged items will require replacement in kind at the contractor's expense. This includes items scheduled for removal and reinstallation.
- D. Within five (5) working days following issuance of a Notice to Proceed, and notwithstanding any delay in execution of a formal Contract Agreement, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Construction Schedule, approved by the Owner, shall be submitted within five (5) working days from the receipt of review comments by the Architect and Owner.

**1.3 CONTRACT SITE; USE OF PREMISES**

- A. The Contract Site shall include the following:
  - 1. Building roof areas and areas directly below roof areas where work is in progress.
  - 2. Areas assigned to the Contractor by the Owner for storage, staging and other temporary uses.
- B. The Contractor shall have control of the Contract Site areas until September 7, 2016 and when scheduled work is ongoing after that date, until substantial completion of the project. After the start of the school year on September 7, 2016, the Contractor's control over the site area is relinquished at the start of the next school day. Work outside of Contract Site area shall be subject to the control the Owner.
- C. The Contractor shall be responsible for security on the Contract Site area untat times during his control as described above. The Contractor is responsible for leaving the project site free of any unsafe conditions and weathertight throughout the construction period.
- D. Smoking will not be permitted within the building.

**1.4 COORDINATION**

- A. Work of this Contract includes coordination of the entire Work of the Project.
- B. A building permit for this project will be obtained by the Contractor.

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- C. Coordinate work with all utilities. Interruption of services shall be coordinated with the Owner's representative.
- D. Coordinate the work of equipment and material suppliers and subcontractors.
- E. Make arrangements for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
- F. Maintain the project site in a neat condition.
- G. Assist the Engineer as required in the review of construction.
- H. Maintain up to date progress records and as-built drawings.

**1.5 CONFLICTS**

- A. Contractor shall notify Engineer in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Engineer's determination before proceeding.
- B. Conflicts that arise during construction shall be resolved by the Engineer.
- C. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Engineer.

**1.6 SUBMITTALS**

- A. Refer to Section 00 72 13, Standard General Conditions, Article 6, for requirements.
- B. The Contractor shall submit product data and shop drawings electronically by email to the Engineer for review. Reviewed submittals will be returned electronically by email.
- C. Within ten (10) working days following issuance of a Notice to Proceed, the Contractor shall submit five (5) copies of a Schedule of Values indicating the cost of various materials and tasks anticipated for the project. The Contractor shall use this Schedule as the basis for monthly Applications for Payment.
- D. Within five (5) working days following issuance of a Notice to Proceed, the Contractor shall submit four (4) copies of a proposed Phasing and Progress Schedule (refer to Section 1.2D). The schedule will be reviewed by the Owner and the Architect. Comments will be provided within five (5) working days. Four (4) copies of a final Construction Schedule, with modifications in accordance with review comments, shall be submitted within five (5) working days of receiving review comments.
- E. At least one (1) week prior to sending of any submittal, the Contractor shall provide a submittal schedule, identifying the list of submittals with dates that each will be delivered to the Engineer. Refer to Section 00 72 13, Standard General Conditions, Article 6, for requirements.

**1.7 QUALITY ASSURANCE; SUBSTITUTIONS**

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- A. Substitutions of materials without advanced approval of the Engineer will not be permitted.
- B. Proposed substitutions of materials or details shall be separated from submittals or, if included within the submittal, shall be clearly identified as substitution requests.
- C. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.

**1.8 TEMPORARY FACILITIES**

- A. The Owner will supply the following for the Contractor's use:
  - 1. Electrical Power: The Contractor may use the existing electrical service in the building. The Contractor will be responsible for any modifications, temporary services, cables and lighting fixtures necessary to use the provided power and for any damage to the existing electrical system caused by the Contractor.
  - 2. On-site parking space will be provided for the Contractor's equipment and three business vehicles.
  - 3. Potable water unless work of the contract makes it necessary to shot off water.
- B. The Contractor will provide:
  - 1. Temporary barricades as required to separate the Contract Site areas from the public.
  - 2. His own on-site office trailer if so required for the conduct of his business.
  - 3. His own on-site telephone if so required for the conduct of his business.
  - 4. Sanitary facilities assuming that it will not be feasible to use the existing toilet room during construction.
  - 5. Protected storage, if necessary.

**1.9 PROTECTION AND RESTORATION**

- A. The Owner will be responsible for moving all existing equipment, furnishings, supplies, etc. from the Contract Site.
- B. The Contractor shall be responsible for all damages to existing construction, including finished surfaces within the facility, caused by Work of Contract.
- C. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair major damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Engineer will determine if damages to lawns are minor or major.

**1.10 CLEANING**

- A. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
  - 2. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.

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3. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- B. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
  - C. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
  - D. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
  - E. Upon completion of the Project:
    1. Broom clean paved areas and rake lawns adjacent to the Building and completely remove resultant debris.
    2. Visually inspect all exterior and interior surfaces and areas affected by the construction and remove all traces of soil, waste materials, foreign matter, etc. Hose down if necessary.
- 1.11 REMOVALS
- A. Materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
  - B. Remove all debris, rubbish, surplus materials and equipment immediately from the Project Site and legally dispose of at Contractor's expense.
    1. Note: Do not assume that local landfill facilities will accept construction debris, even if paid for.
- 1.12 FINE CUTTING, PATCHING, FINISHING; GENERAL
- A. Perform removal and cutting work as required for the completion of work under this Contract.
  - B. Removal and cutting shall be done in a manner to avoid damage to adjacent work that is to remain.
- 1.13 PROJECT CLOSEOUT
- A. Substantial Completion: The Engineer will conduct an Inspection of Substantial Completion when the Contractor submits the following:
    1. Confirmation that conditions of Substantial Completion (paragraph 1.2) have been satisfied.
    2. A list of remaining items of work to be completed or corrected.
  - B. Substantial Completion Inspection Procedure: Upon receiving the Contractor's request for a Substantial Completion Inspection the Engineer will schedule an inspection of the Work to check and supplement the "punch list" as applicable and either 1) endorse and date the Request for Substantial Completion or 2) advise the Contractor of work remaining to be performed before an inspection of final completion and acceptance will be performed.

**01 00 00**  
**General Requirements**

1. In the event that the conditions outlined in paragraph 1.2.A are not satisfied in the opinion of the Architect, the Contractor will be advised of remaining work to be done before the Owner will use the facility. The Contractor shall proceed with to fulfill the requirements as soon as possible. Under no circumstances shall it be permitted for Substantial Completion to be delayed past July 31, 2015.
  
  - C. Final Completion and Acceptance: The Engineer will conduct an Inspection of Final Completion and Acceptance when the Contractor submits the following:
    1. Final payment request
    2. Copies of warranties and guarantees as specified in the appropriate sections of the specifications
    3. Copy of Engineer's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Engineer.
  
  - D. Final Completion and Acceptance Inspection Procedure: Upon receiving the Contractor's request for a Final Completion and Acceptance Inspection, the Engineer will schedule an inspection of the Work to reinspect the work. Upon completion of the reinspection the Engineer will either recommend final acceptance and final payment or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary this procedure will be repeated as an additional inspection(s) until all work has been satisfactorily completed.
  
  - E. Additional Inspections: The Engineer will conduct a total of two site visits for the purpose of inspecting for "Substantial Completion" and "Final Completion and Acceptance." Additional visits required by reason of prerequisites not completed, excessive "punch list" items and "punch list" items not properly corrected at visit for Final Completion, shall be reimbursed to the Engineer by the Contractor at Engineer's standard billing rates for personnel involved.
- 1.14 ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED
- A. Materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

END OF SECTION

**02 41 19**  
**Selective Structure Demolition**

**PART 1 - GENERAL**

**1.1 DESCRIPTION OF WORK**

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
  - 1. Section 01 00 00 "General Requirements" for use of premises, phasing, disposal of demolished materials and Owner-occupancy requirements and for cutting and patching procedures.
  - 2. Section 07 61 13 - "Standing Seam Sheet Metal Roofing".

**1.2 CODES, REGULATIONS AND STANDARDS**

- A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees or his subcontractors.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

- A. Historic items, relics and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully

**02 41 19**  
**Selective Structure Demolition**

remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

**1.5 PERFORMANCE REQUIREMENTS**

- A. Design, furnish, install, monitor and maintain temporary shoring, support and protection systems capable of supporting the following:
  - 1. Existing structure
  - 2. Existing ceiling and ceiling mounted lighting fixtures and their attached electrical supply wiring.
  - 3. Construction loads
  - 4. Weight of demolition debris
- B. Install temporary shoring, support and protection systems without damaging existing buildings, pavements and other improvements adjacent to demolition area.

**1.6 SUBMITTALS**

- A. Shop Drawings for Information: If existing conditions are encountered in the progress of the work that require temporary support, a plan may be requested from the Contractor to address the means of support before proceeding. That plan shall be prepared by or under the supervision of a qualified professional engineer for temporary shoring, support and protection systems.

**1.7 QUALITY ASSURANCE**

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

**1.8 PRODUCT CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition areas. Conduct selective demolition so Owner's operations will not be disrupted.
  - 1. Comply with requirements in Section 01 00 00 - "General Requirements."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Asbestos containing roofing materials, as described in Section 07 53 23 - "Elastomeric Membrane Roofing", are to be removed by the contractor performing that portion of the work.

**02 41 19**  
**Selective Structure Demolition**

2. If other materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
  3. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.
- 1.9 WARRANTY
- A. Warranties are not a factor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.
- E. Contact the Project Engineer if during the course of demolition work there is concern that any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: It is the responsibility of the Contractor to maintain services/systems during construction as required for his daily operations. The Owner will not be conducting operations within the contract area during the contract period.
- B. Service/System Requirements: Locate, identify, disconnect and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

**02 41 19**  
**Selective Structure Demolition**

2. Arrange to shut off indicated utilities with utility companies.
3. If services/systems are required to be removed, relocated or abandoned, before proceeding with selective demolition provide temporary services/systems to bypass area of selective demolition and to maintain continuity of services/systems to other parts of building.
4. Cut off pipe or conduit in roof decks and walls to be removed. Cap, valve or plug and seal remaining portion of pipe or conduit after bypassing.
  - a. Where entire roof deck or wall is to be removed, existing services/systems may be removed with removal of the deck/wall.

**3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.
  1. Comply with requirements for access and protection specified in Section 01 00 00 - "General Requirements."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors and other existing finish work that are to remain or that are exposed during selective demolition operations.
- C. Temporary Shoring: Provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

**3.4 SELECTIVE DEMILITION; GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  2. Maintain adequate ventilation when using cutting torches.
  3. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting framing.
  5. Dispose of demolished items and materials promptly.

**02 41 19**  
**Selective Structure Demolition**

- B. The demolition and removal of all mechanical and electrical components is part of the work of the General Contractor.
1. The Mechanical Subcontractor shall oversee the extent of the mechanical removals and provide direction to the General Contractor as to the extent of the removals. The Mechanical Subcontractor shall provide any necessary caps, valves, plugs, rerouting of piping and services that are to be maintained during the demolition and removals process or as part of any Phasing.
  2. The Electrical Subcontractor shall oversee the extent of the electrical removals and provide direction to the General Contractor as to the extent of the removals. The Electrical Subcontractor shall disconnect all power to demolition areas prior to demolition and removals, provide any necessary junction boxes, re-route electrical utilities as required for new work or as part of Phasing.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site.
  5. Protect Items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

**3.5 SELECTIVE DEMOLITION**

- A. Roof Deck:
1. Proceed with roof deck demolition systematically. Do not damage supporting framing or wall construction to remain in place.
  2. Demolish in controlled sections in order to prevent damage to surfaces below and to supporting beams, columns, and masonry walls that are to remain.
- B. Roofing: Remove only as much roofing as required to perform roof deck replacement as indicated and as required to install new flashings. Cut edges in straight lines for resealing. Protect adjacent roofing surfaces to remain. Protect spaces below from damage due to precipitation. Seal all roof openings before leaving the project at the end of the work day.

**3.6 DISPOSAL OF DEMOLISHED MATERIALS**

**02 41 19**  
**Selective Structure Demolition**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Comply with requirements specified in Division 01 Section "General Requirements."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

**SECTION 07 61 13**  
**STANDING SEAM SHEET METAL ROOFING**

**PART 1 GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Standing seam metal roofing, high temperature Grace Ultra Vycor self-adhering roof underlayment, 30 pound asphalt felt, red rosin sheathing paper, wood nailers, ridge vents and factory finished metal flashings.

B. There is a section of roof along the main entrance where the old Tectum decking was replaced with new metal decking. Ever since the new metal decking was installed, that section of school has been very cold and in the spring every year since, house flies pour out of the ceilings. Remove the soffits along both sides of this section of the building and seal the top of the wall to the underside of the metal deck using urethane foam insulation. Re-install the soffits; replace any damaged soffits.

C. Alternate number 1: Replace the Kalwall skylights with new Kalwall units.

**1.02 CODES, REGULATIONS AND STANDARDS**

A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local codes, regulations and standards pertaining to work practices, hauling, disposal, protection of workers and visitors to the site, and persons occupying areas adjacent to the site. This includes modification of procedures to comply with changes to codes, regulations and standards which occur during the work of this contract. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and Owner's Representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulations on the part of himself, his employees or his subcontractors.

**1.03 QUALITY ASSURANCE**

A. Roofing and flashing workmanship to comply with industry standards. The National Roofing Contractors Association's (NRCA) **ROOFING AND WATERPROOFING MANUAL** along with **ARCHITECTURAL SHEET METAL MANUAL** as published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) will be used to establish industry standards.

**1.04 SUBMITTALS**

A. Shop drawings of each flashing condition such as eave and fascia. Show securement of panels and clips and spacing, type and number of fasteners as recommended by manufacturer.

**1.05 PRODUCT DELIVERY, STORAGE AND HANDLING**

A. Deliver materials in their original, unopened containers, clearly labeled with manufacturer's name. All material to be stored in waterproof trailers or sheds, up on raised platforms and under lock and key until use. Do not use materials damaged in handling or storage. Replace damaged material with new material.

## 1.06 WARRANTY

A. The roofing contractor shall furnish the Owner with his personal five (5) year watertight warranty for the standing seam metal roof.

## PART 2 PRODUCTS

### 2.01 METAL ROOFING, FLASHING AND TRIM

A. Standing seam metal roofing to be formed from 24" wide coils of 24 gauge factory painted Kynar 500 Galvalume coated steel. Color to be selected by Owner from the manufacturer's standard colors. Seams to be double locked, 1-1/2" high and secured to the deck with cleats made of 24 gauge Galvalume coated steel. Caulk the first 12 feet of seams using Vulkem 116 by Mameco or approved equal. Fabricate edge strips and other metal flashings using the same metal used to fabricate the standing seam panels.

### 2.02 UNDERLAYMENT

A. Underlayment at eaves to be high temperature Grace Ultra Vycor self-adhering roof underlayment; the balance of the roof to receive #30 Saturated Roof Felt meeting ASTM D4869, Type I. Slip sheet to be red rosin sheathing paper.

### 2.03 WOOD NAILERS AND BLOCKING

A. All wood nailers and blocking shall be #2 or better kiln dried fir or spruce.

### 2.04 RIDGE VENT

A. Ridge vents to be Cor-A-Vent V-600E.

### 2.05 FASTENERS

A. Use annular-ring hot dipped galvanized nails by the W.H. Maze Co. on the metal flashings and clips.

B. Wood nailers to be secured using annular-ring hot dipped galvanized nails, galvanized dry-wall screws, #14-10 Heavy Duty Roofing Fasteners, carriage bolts or expansion anchors.

### 2.06 SKYLIGHTS

A. Submit a price (alternate number 1) to replace the existing Kalwall skylights with new Kalwall units to match the existing.

## PART 3 EXECUTION

### 3.01 PREPARATION OF SURFACES

A. Existing shingles, ridge vent, eave and rake flashings to be removed. Promptly remove from site and dispose of properly.

B. Surfaces on which the roofing system is to be applied shall be clean, smooth, dry, free of fins, rot, sharp edges, loose and foreign materials, oil and grease.

### 3.02 UNDERLAYMENT

A. The first six feet along the eaves to receive one layer of Grace Ultra Vycor; cover the

balance of roof with one layer of #30 saturated felt. Cover the entire roof with one layer of red rosin sheathing paper.

### 3.03 METAL ROOFING AND FLASHING

A. Seams to be double locked, 1-1/2" high and secured to the deck with cleats made of 24 gauge Galvalume coated steel. Install clips at 12" on center and secure with two annular ring nails per clip. Caulk the first twelve feet of seams.

B. Fabricate edge strips and other metal flashings using the same metal used to fabricate the standing seam panels. Secure face of eave and rake edge strips with gasketed screws at 12" on center through slotted holes. Nail top flange with annular-ring nails, three inches (3") on center.

C. Submit flashing details of all proposed flashing conditions.

### 3.04 WOOD NAILERS AND BLOCKING

A. Securely fasten new wood nailers to structural members so as to resist a force of 200 pounds per lineal foot in any direction.

### 3.05 RIDGE VENT

A. Fabricate the ridge vent as shown on attached drawings, incorporating the Cor-A-Vent V-600E.

### 3.06 SKYLIGHTS

A. Install additional blocking and wood trim at skylight curbs. Install new Kalwall skylights in strict accordance with Kalwall's installation instructions. (Alternate #1)

### 3.07 TEMPORARY WATER CUT-OFF

A. Temporary water cut-offs are to be constructed at the end of each working day to protect the insulation, roofing, building and building interior from damage due to wind, snow and rain.

B. Temporary water cut-offs are to be detailed by the contractor and approved by the manufacturer and Owner.

### 3.08 CLEAN UP

A. Site clean-up shall be complete and to the satisfaction of the Owner.

B. All roofs, building, landscape and parking areas shall be cleaned of all trash, debris and dirt caused by or associated with this work.

C. Any areas stained, dirtied, discolored or otherwise damaged due to this work shall be cleaned, restored and replaced as required.

D. All debris shall be removed from the premises promptly and the construction area left clean daily.

### 3.09 INSPECTION AND TESTING

THE OWNER RESERVES THE RIGHT TO INSPECT AND TEST ALL CONSTRUCTION OPERATIONS AND MATERIALS.

A. Any defect or noncompliance discovered by inspection shall be reported to the contractor who shall promptly remove any defective material from the site.

B. The Owner reserves the right to inspect the work or parts of it as he chooses. His failure to inspect the work in progress shall not relieve the contractor of the responsibility for properly

executing the contracted work, nor shall it impair the Owner's right to reject deficiencies he may subsequently discover.

### 3.10 DIMENSIONS AND QUANTITIES

A. The roof plan was compiled from various sources and may not reflect the conditions at the time of construction.

B. It is the contractor's responsibility to verify all dimensions prior to bidding.

### **PART 4 JOB CONDITIONS**

A. Roofing to be applied in dry weather.

B. Completed roof areas shall not be trafficked.

C. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration (OSHA). All work on this project must meet the requirements of all applicable state and local codes, laws and ordinances.

END OF SECTION