

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 182 Federal St		Owner: Cumberland County		Phone:		Permit No: 980181	
Owner Address:		Lessee/Buyer's Name: Cumberland County Court		Phone: 871-8293		Business Name:	
Contractor Name: In-house		Address:		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PERMIT ISSUED Permit Issued: MAR - 5 1998 CITY OF PORTLAND </div>	
Past Use: Court House		Proposed Use: Same		COST OF WORK: \$ 1,550			
Proposed Project Description: Adding Downway and adding supply closet misc. interior renovations				FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
				Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action:				Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		Zoning Approval: CBL: 28-F-1 Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: Sherry Pinard		Date Applied For: February 27, 1998					

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Mail to:
142 Federal St
Facilities Dept.

PERMIT ISSUED WITH REQUIREMENTS

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit

SIGNATURE OF APPLICANT <i>[Signature]</i>		ADDRESS:	DATE: February 27, 1998	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE Russell Brigham			PHONE:	

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

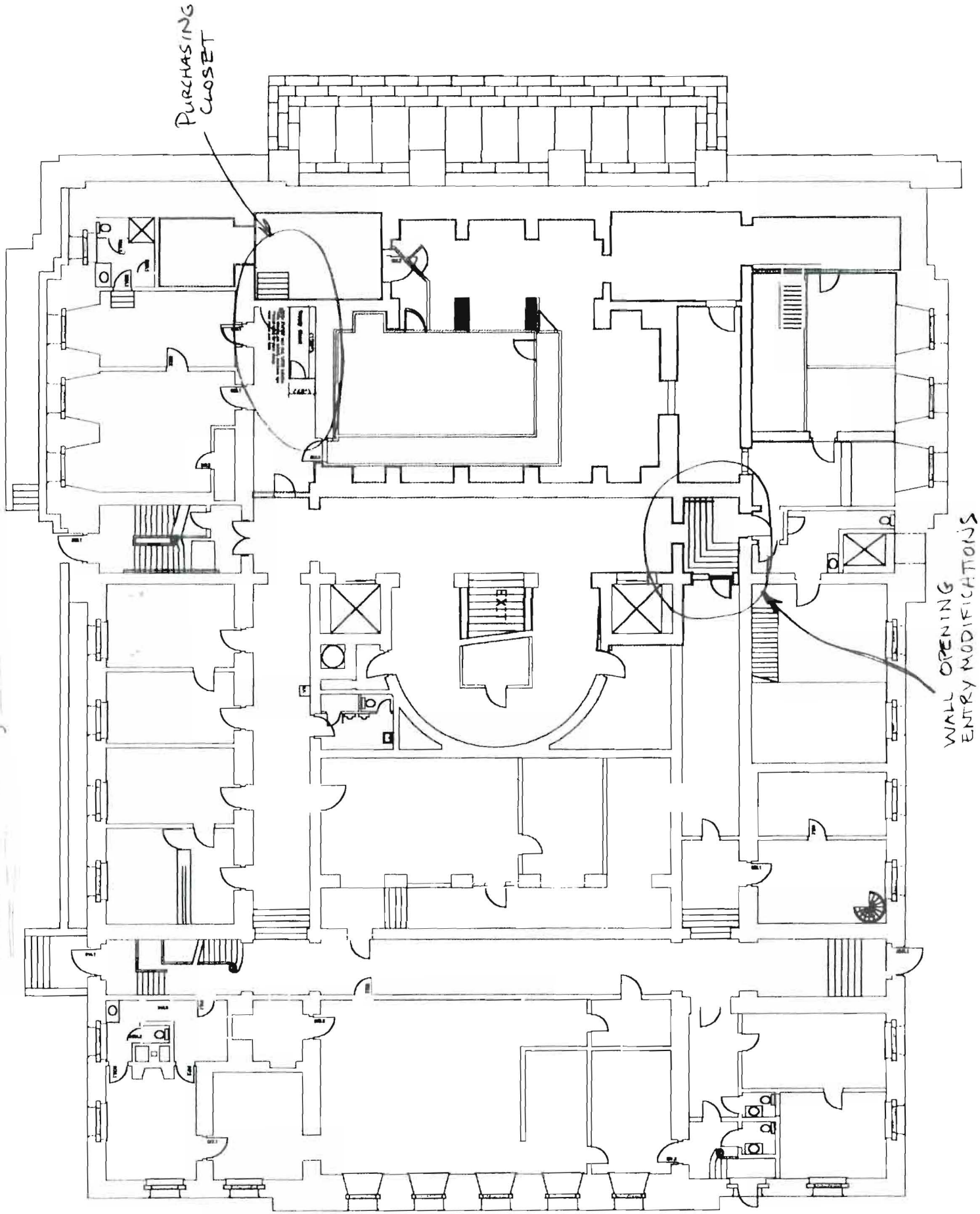
Action:

Approved
 Approved with Conditions
 Denied

Date: _____

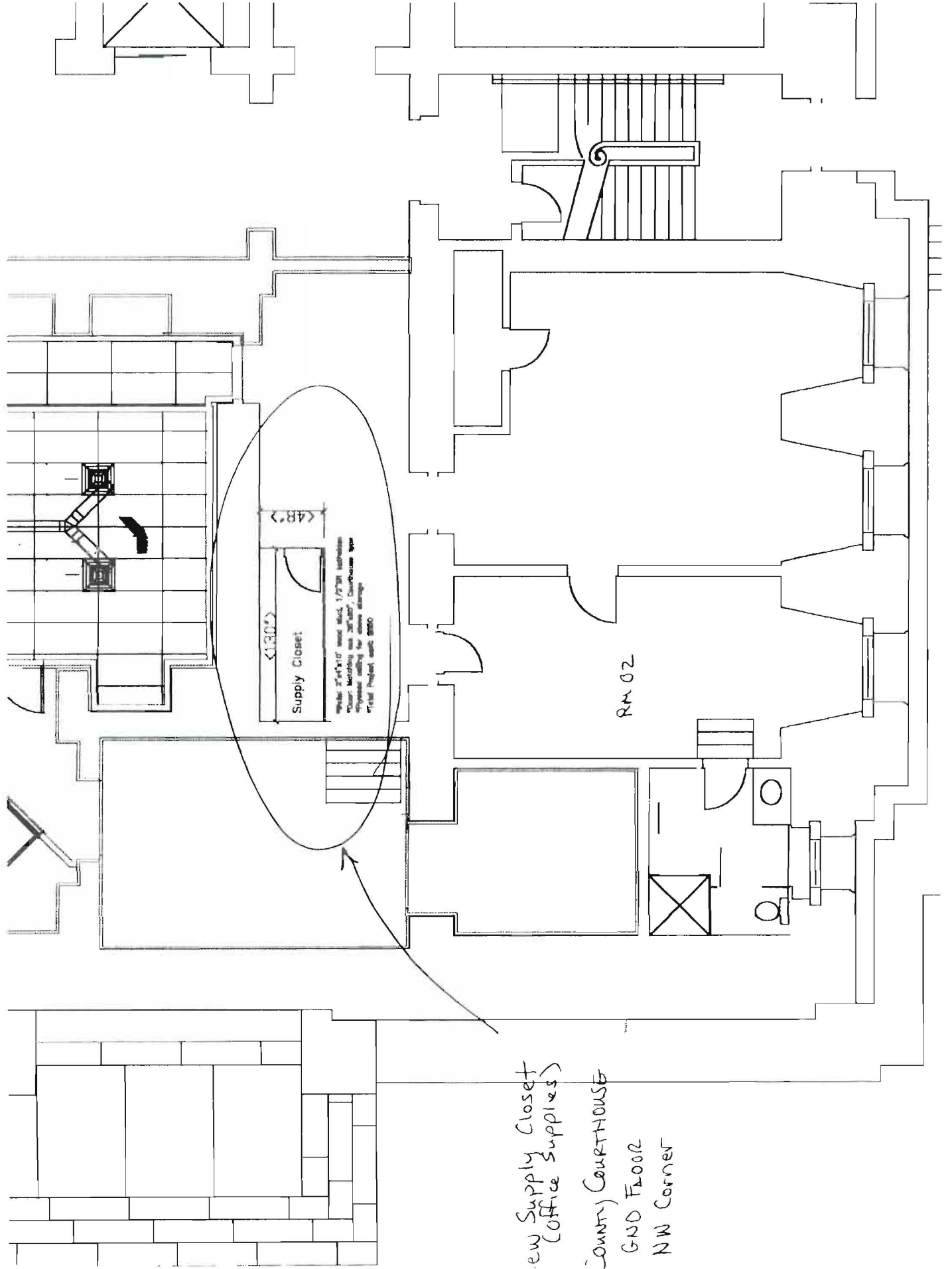
CEO DISTRICT 7

CUMBERLAND COUNTY COURTHOUSE COVER PAGE



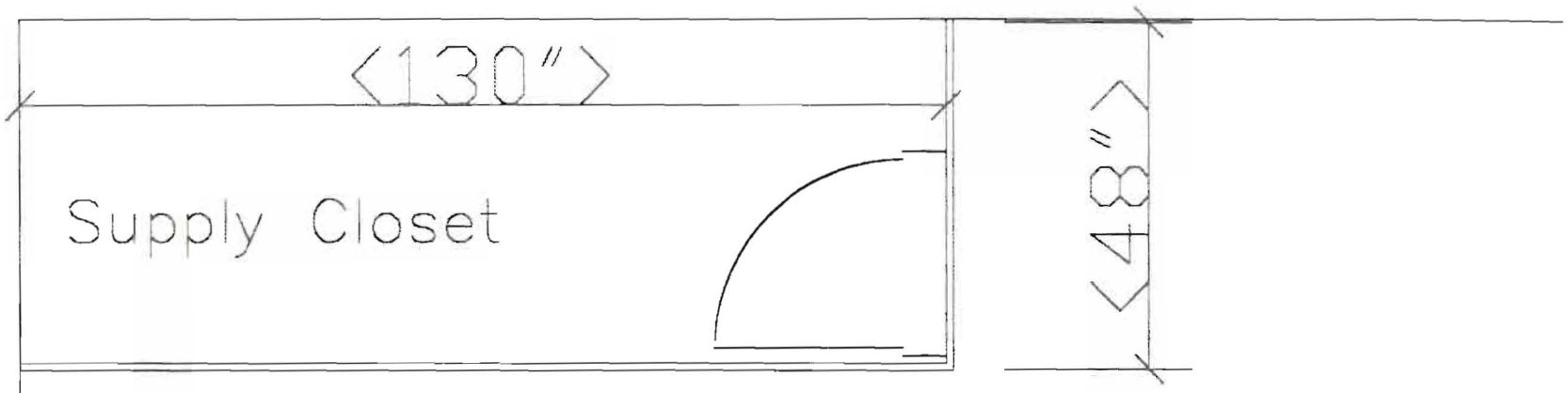
PURCHASING CLOSET

WALL OPENING ENTRY MODIFICATIONS

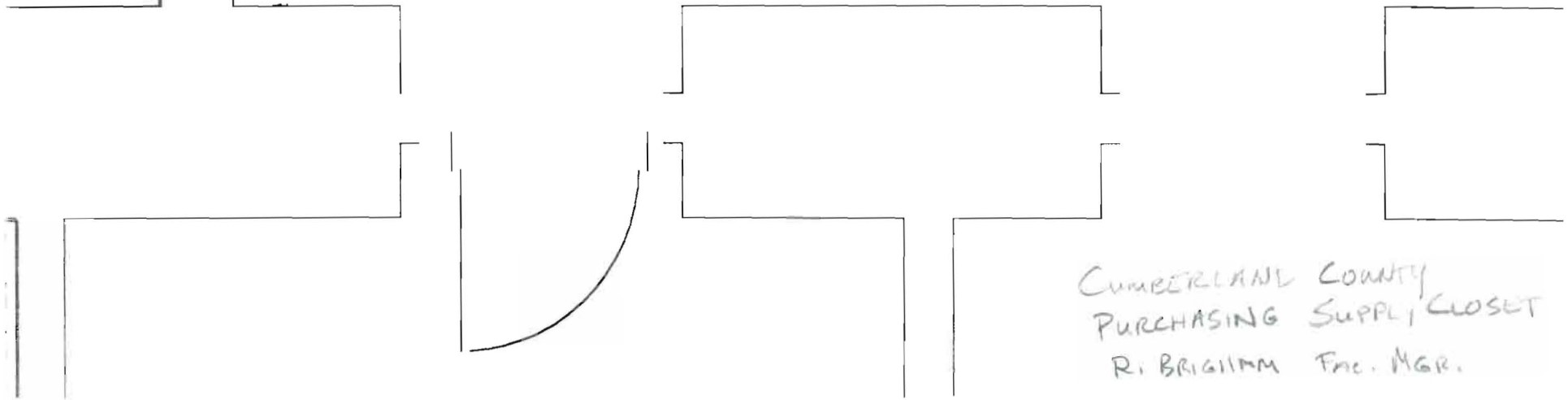
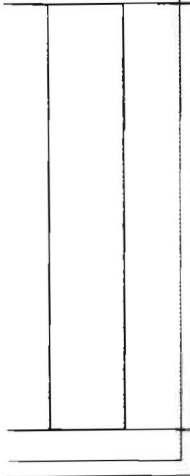


ew Supply Closet
 (Office Supplies)

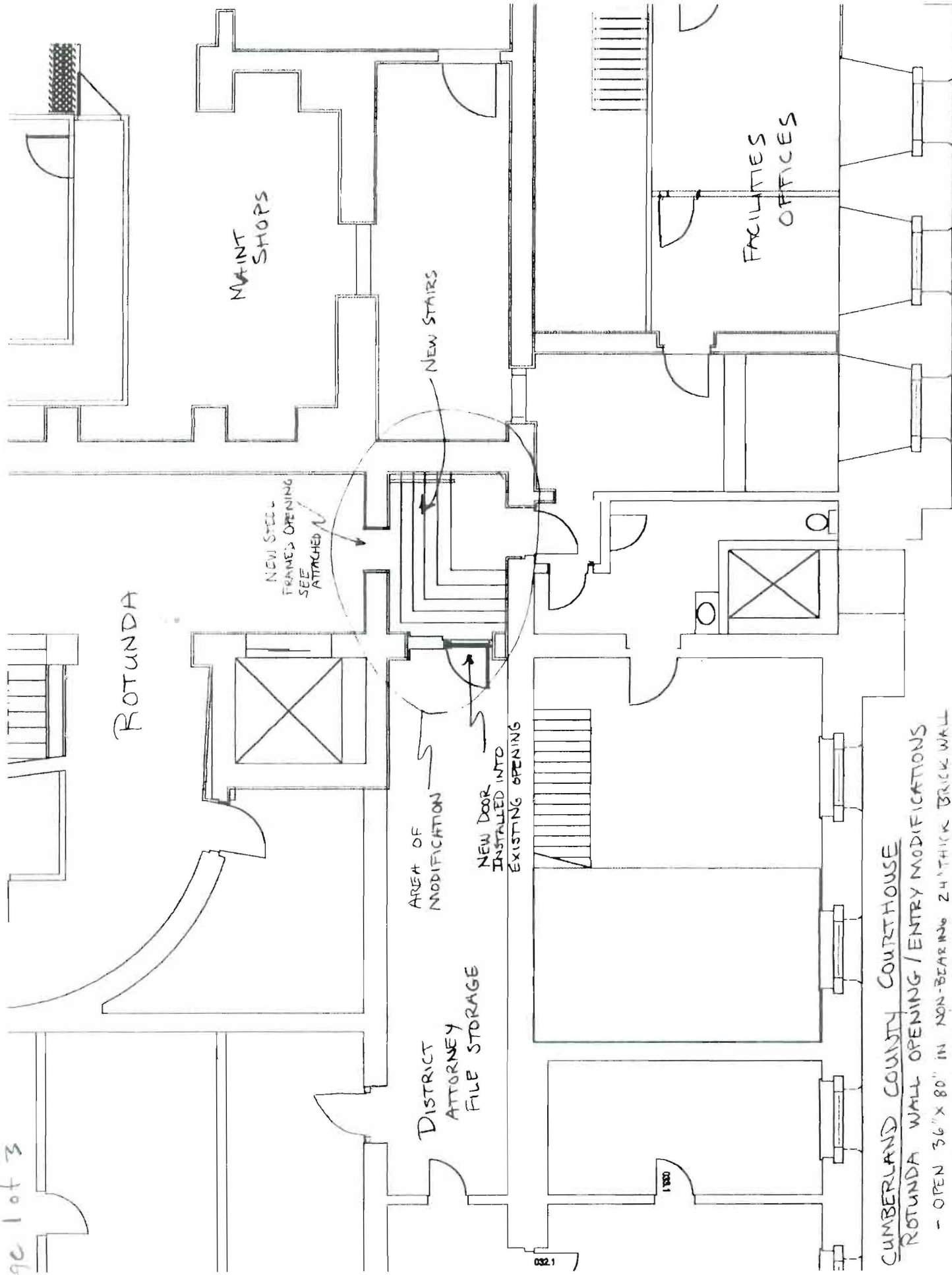
County Courthouse
 GND Floor
 NW Corner



- *Walls: 2"x4"x10' wood stud, 1/2"SR bothsides
- *Door: Matching oak 36"x80", Courthouse type
- *Plywood ceiling for above storage
- *Total Project cost: \$650



CUMBERLAND COUNTY
PURCHASING SUPPLY CLOSET
R. BRIGHAM Fac. MGR.



GROUND FLOOR LEVEL

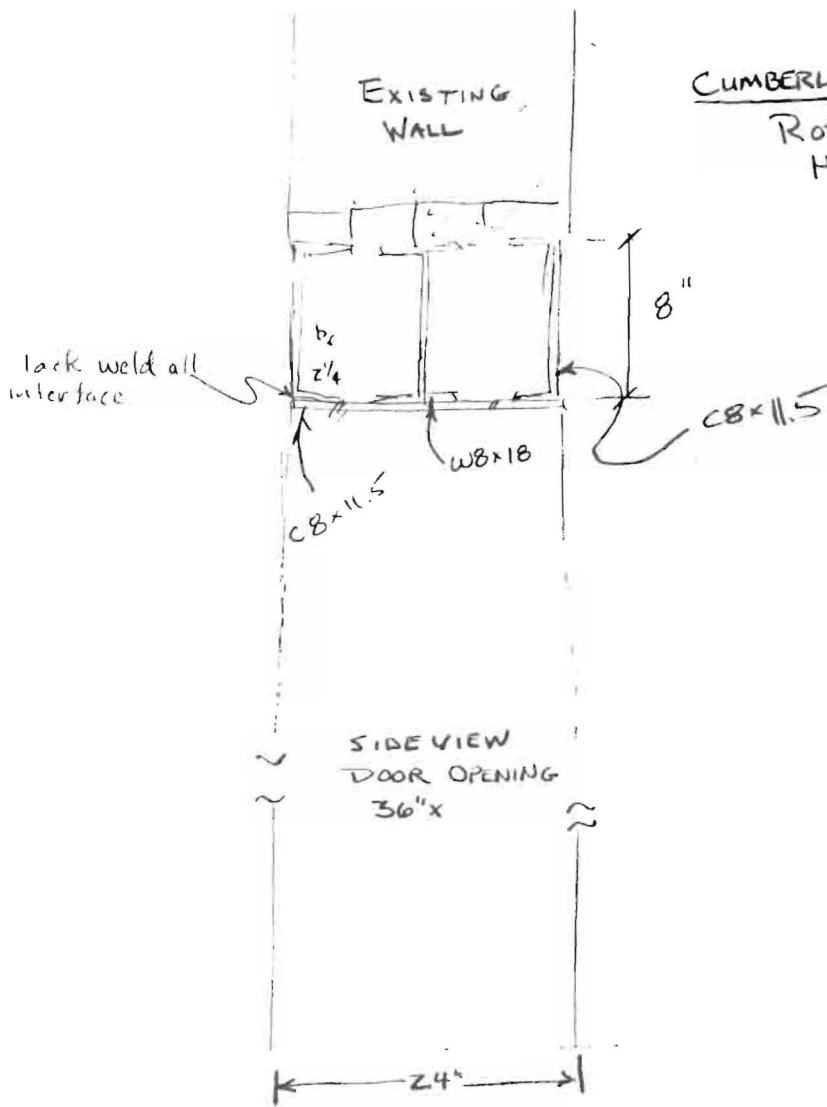
R. BRIGHAM - COUNTY FACILITIES MGR
TELE # 871-8293 FAX # 871-8377

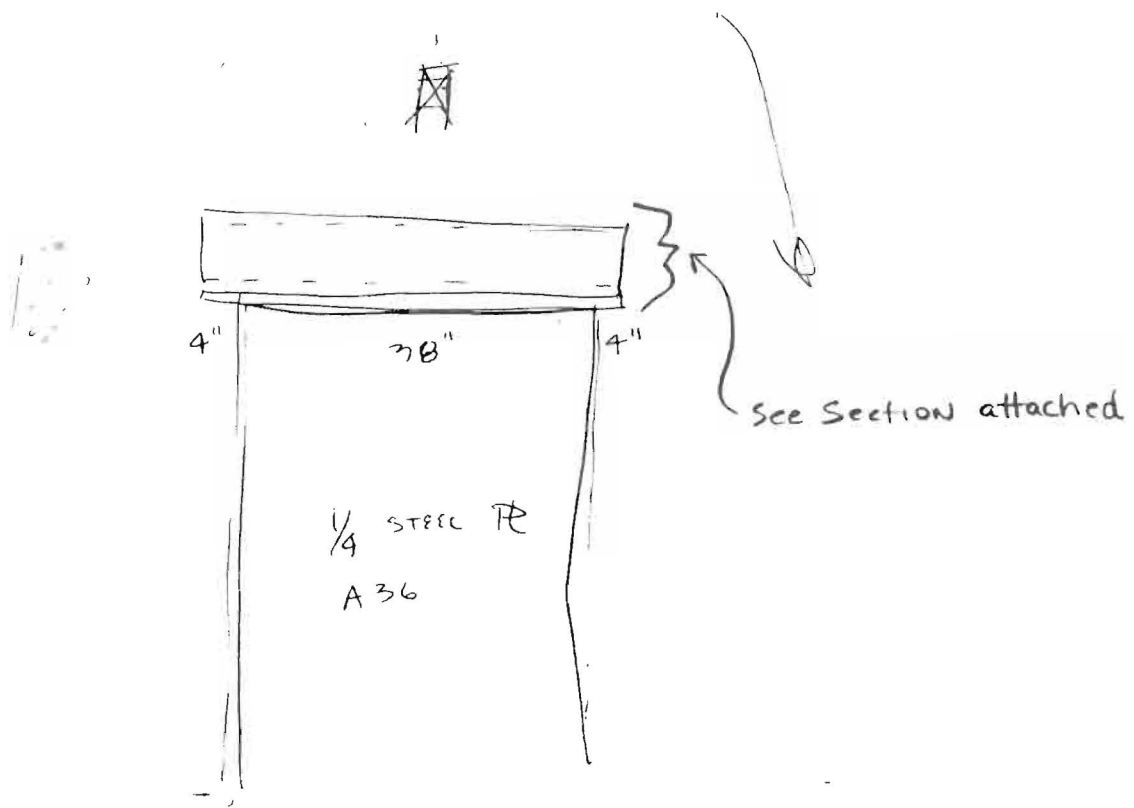
CUMBERLAND COUNTY COURTHOUSE

ROTUNDA WALL OPENING / ENTRY MODIFICATIONS

- OPEN 36" X 80" IN NON-BEARING 24" THICK BRICK WALL
- FRAME WITH STEEL & FINISH
- FRAME EXISTING OPENING & ADD DOOR
- INTEGRATE STAIRS FOR NEW OPENING w/ EXISTING
- ESTIMATED COST \$900.00

CUMBERLAND COUNTY COURTHOUSE
ROTUNDA DOORWAY
HEADER SECTION





BUILDING PERMIT REPORT

DATE: 5 March 98 ADDRESS: 142 Federal ST.
REASON FOR PERMIT: Interior renovations
BUILDING OWNER: Cumberland County
CONTRACTOR: In House
PERMIT APPLICANT: Russell Brigham
USE GROUP B BOCA 1996 CONSTRUCTION TYPE 3B

CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *8, *10, *11

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of ½ inch gypsum board or the equivalent applied to the garage means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993).
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2".
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")
12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft.
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units.
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.)
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the

provisions of the City's Building Code Chapter 9, Section 19, 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):

- In the immediate vicinity of bedrooms
- In all bedrooms
- In each story within a dwelling unit, including basements

In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required)

17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type.
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code.
24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993).
28. Please read and implement the attached Land Use-Zoning report requirements.
29. _____
30. _____
31. _____
32. _____


P. Samuel Hoffses, Code Enforcement

cc: Lt. McDougall, PFD
Marge Schmuckal

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 090181

Please Read Application And Notes, If Any, Attached

This is to certify that CUMBERLAND COUNTY OF DOWEN CONSTRUCTION

has permission to Restroom modification

AT 134 FEDERAL ST

CHL 028 F001001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. CAPT. R. Gauthier

Health Dept. _____

Appeal Board _____

Other _____
Department Name

Chip M 3/13/09
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

SCANNED

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling
- Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Charlie Barry
Signature of Applicant/Designee

3/13/09
Date

K. J. A.
Signature of Inspections Official

3.13.09
Date



City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0181	Issue Date: 3/13/09	CBL: 028 F001001
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Location of Construction: 134 FEDERAL ST	Owner Name: CUMBERLAND COUNTY OF	Owner Address: 142 FEDERAL ST	Phone:
Business Name:	Contractor Name: Doten Construction	Contractor Address: 175 South Freeport Rd. Freeport	Phone 2078659012
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-3

Past Use: Cumberland County Courthouse	Proposed Use: Cumberland County Courthouse - Restroom modification	Permit Fee: \$410.00	Cost of Work: \$38,109.00	CEO District: 1
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied * See Conditions	INSPECTION: Use Group: A-3 Type: existing IBC IBC-2003
Signature: (KG)	Signature: CL 3/13/09

Proposed Project Description: Restroom modification
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature:	Date:

Permit Taken By: Ldobson	Date Applied For: 03/09/2009	Zoning Approval
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Denied Date: 3/10/09	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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Any exterior work requires A
Separate review & approval

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

04/10/09 Kitchen Plumbing Okay
Bathroom " " Okay ~~MS~~

04/10/09 Finish Okay ~~MS~~

From: Benjamin Wallace
To: maegan.crowley@stantec.com; Michael Collins
Date: 3/13/2009 8:22:16 AM
Subject: Re: Fwd: Portland Jetport - Operator's Building - Walk though question

Good morning,
The question with regards to the emergency lighting was more to the function if it is there. The way it see it though, the garage is storage/ industrial use which does require emergency lighting. It is definitely not incidental to the business use, and it shares egress with the business use.
Thanks,

Benjamin A. Wallace Jr.
Fire Prevention Officer
Portland Fire Department
380 Congress Street
Portland, Maine 04101
(207)756-8096
wallaceb@portlandmaine.gov

>>> Michael Collins 03/12 7:47 AM >>>
Please review
Thanks

>>> "Crowley, Maegan" <maegan.crowley@stantec.com> 03/11 12:50 PM >>>
Mike and Keith,

I understand that a question was raised during the walk through at the Operator's Building regarding the Emergency Lighting.

Could you elaborate, please?

It is our understanding per the life safety code NFPA 101 sections 38/39 for business occupancies that this building does not meet the conditions listed for requiring Emergency Lighting.

Listed below are the conditions listed for new and existing Business Occupancies

NFPA 101 Section 38.2.9.1 - Business Occupancies (New)

Emergency lighting shall be provided in accordance with section 7.9 in any building where any one of the following conditions exist.

- (1) The building is two or more stories in height above the level of exit discharge.
- (2) The occupancy is subject to 50 or more occupants above or below the level of exit discharge.
- (3) The occupancy is subject to 300 or more total occupants.

NFPA 101 Section 39.2.9.1 - Business Occupancies (Existing)

Emergency lighting shall be provided in accordance with section 7.9 in any building where any one of the following conditions exist.

- (1) The building is two or more stories in height above the level of exit discharge.
- (2) The occupancy is subject to 100 or more occupants above or below the level of exit discharge.
- (3) The occupancy is subject to 1000 or more total occupants.

Thanks

Maegan Crowley
Stantec
22 Free Street Suite 205
Portland ME 04101-3900
Ph: (207) 775-3211 Ext. 120
Cell: (802) 376-5110
maegan.crowley@stantec.com
stantec.com <<http://www.stantec.com/>>

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ü Please consider the environment before printing this email.

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 09-0181	Date Applied For: 03/09/2009	CBL: 028 F001001
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Location of Construction: 134 FEDERAL ST	Owner Name: CUMBERLAND COUNTY OF	Owner Address: 142 FEDERAL ST	Phone:
Business Name:	Contractor Name: Doten Construction	Contractor Address: 175 South Freeport Rd. Freeport	Phone (207) 865-9012
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Cumberland County Courthouse - Restroom modification	Proposed Project Description: Restroom modification
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 03/10/2009**Note:** **Ok to Issue:**

- 1) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that all work is interior.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Chris Hanson **Approval Date:** 03/13/2009**Note:** **Ok to Issue:**

- 1) The demolition of the drywall, mudded fittings and asbestos floor tile done by the owner will require separate Demolition permit.
- 2) State law requires notification of hazardous materials and abatement by a licensed professional
- 3) Separate permits are required for any electrical, plumbing, HVAC or exhaust systems. Separate plans may need to be submitted for approval as a part of this process.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 03/10/2009**Note:** **Ok to Issue:**

- 1) No means of egress shall be affected by this renovation
- 2) A single source supplier should be used for all through penetrations.
- 3) All construction shall comply with NFPA 101



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>142 Federal St. Portland, ME</u>		
Total Square Footage of Proposed Structure/Area <u>175 sq. ft.</u>		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>28</u> Block# <u>F</u> Lot# <u>1</u>	Applicant * <u>must be owner, Lessee or Buyer</u> * Name <u>Cumberland County</u> Address <u>142 Federal St</u> City, State & Zip <u>Portland Me 04101</u>	Telephone: <u>871-8293</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name Address City, State & Zip	Cost Of # Work: \$ <u>38109</u> C of O Fee: \$ _____ Total Fee: \$ <u>410</u>
Current legal use (i.e. single family) <u>Court House</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Restroom modification</u>		
Contractor's name: <u>Daten's Construction</u> Address: <u>175 South Freeport Rd</u> City, State & Zip <u>Freeport Me 04032</u> Telephone: <u>865-4412</u> Who should we contact when the permit is ready: <u>Bruce Tarbox</u> Telephone: <u>871-8293</u> Mailing address: <u>142 Federal St Portland Me 04101</u> <u>Cherie</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

MAR - 9 2009

Signature: Bruce Tarbox Date: 3/9/09

This is not a permit; you may not commence ANY work until the permit is issued



State of Maine
 Department of Public Safety
Construction Permit



Not
 Reviewed
 for Barrier
 Free

15169

Sprinkled
 Sprinkler Supervised

CUMBERLAND CTY SUPERIOR COURT HOLDING AREA RENOV

Located at: 142 FEDERAL ST.
PORTLAND
 Occupancy/Use: DETENTION

Permission is hereby given to:

BRUCE TARBOX FACILITIES MGR.
 CUMBERLAND CTY SUPERIOR COURT
 142 FEDERAL ST.
 PORTLAND, ME 04101

to construct or alter the afore referenced building according to the plans hitherto filed with the Commisioner and now approved.
 No departure from application form/plans shall be made without prior approval in writing. This permit is issued under the provision of Title 25, Chapter 317, Section 2448 .
 Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions. Each permit issued shall be displayed/available at the site of construction.

This permit will expire at midnight on the 22 nd of March 2006

Dated the 23 rd day of September A.D. 2005

Michael P. Cantara

Commissioner

Copy-3 Code Enforcement Officer

2871

Comments:

Code Enforcement Officer
 PORTLAND, ME



Certificate of Design Application

From Designer: HKTA / ARCHITECTS
 Date: 3/6/09
 Job Name: ADA RESTROOMS UPGRADE - SECOND FLOOR
 Address of Construction: CUMBERLAND COUNTY COURTHOUSE
142 FEDERAL STREET

2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 Use Group Classification (s) A2 & B

Type of Construction _____

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC N/A

Is the Structure mixed use? EXIST If yes, separated or non separated or non separated (section 302.3) _____

Supervisory alarm System? EXIST Geotechnical/Soils report required? (See Section 1802.2) N/A

Structural Design Calculations

N/A Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (703.11, 1807)

Floor Area Use	Loads Shown

Wind loads (1603.1.4, 1609)

- Design option utilized (1609.1.1, 1609.6)
- Basic wind speed (1809.3)
- Building category and wind importance Factor, I_p (table 1609.5, 1609.5)
- Wind exposure category (1609.4)
- Internal pressure coefficient (ASCE 7)
- Component and cladding pressures (1609.1.1, 1609.6.2.3)
- Main force wind pressures (703.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

- Design option utilized (1614.1)
- Seismic use group ("Category")
- Spectral response coefficients, S_a & S_v (1617.1)
- Site class (1615.1.5)

- Live load reduction
- Roof live loads (1603.1.2, 1607.11)
- Roof snow loads (1603.7.3, 1608)
- Ground snow load, P_g (1608.2)
- If $P_g > 10$ psf, flat-roof snow load P_f
- If $P_g > 10$ psf, snow exposure factor, C_e
- If $P_g > 10$ psf, snow load importance factor, I_s
- Roof thermal factor, C_t (1608.4)
- Sloped roof snowload, P_s (1608.4)
- Seismic design category (1616.3)
- Basic seismic force resisting system (1617.6.2)
- Response modification coefficient, R , and deflection amplification factor, C_d (1617.6.2)
- Analysis procedure (1616.6, 1617.5)
- Design base shear (1617.4, 1617.5.1)

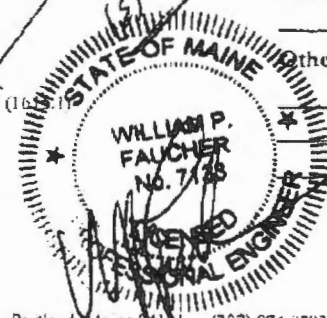
Flood loads (1803.1.6, 1612)

- Flood Hazard area (1612.3)
- Elevation of structure

Other loads

- Concentrated loads (1607.4)
- Partition loads (1607.5)
- Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

N/A. Int. Restroom modifications is in same location as Restrooms





Certificate of Design

Date: 3/6/09

From: HKTA / ARCHITECTS

These plans and / or specifications covering construction work on:

SECOND FLOOR BATHROOMS - ADA UPGRADES

Have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the *2003 International Building Code* and local amendments.



Signature: [Handwritten Signature]

Title: PRESIDENT

Firm: HKTA / ARCHITECT

Address: 482 CONGRESS STREET
PORTLAND, ME 04101

Phone: 774-6016

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Accessibility Building Code Certificate

Designer: HKTA / ARCHITECTS

Address of Project: CUMBERLAND COUNTY COURT HOUSE
142 FEDERAL STREET

Nature of Project: ADA RESTROOMS UPGRADE -
SECOND FLOOR

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.



Signature: *Robert E. Howe*

Title: HKTA - PRESIDENT

Firm: HKTA / ARCHITECT

Address: 482 CONGRESS STR.
PORTLAND, ME 04101

Phone: 774-6016

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Certificate of Design Application

From Designer: HKTA / ARCHITECTS
 Date: 3/6/09
 Job Name: ADA RESTROOMS UPGRADE - SECOND FLOOR
 Address of Construction: CUMBERLAND COUNTY COURTHOUSE
142 FEDERAL STREET

2003 International Building Code

Construction project was designed to the building code criteria listed below:

Building Code & Year 2003 Use Group Classification (s) A2 + B

Type of Construction _____

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC N/A

Is the Structure mixed use? EXIST If yes, separated or non separated or non separated (section 302.3) _____

Supervisory alarm System? EXIST Geotechnical/Soils report required? (See Section 1802.2) N/A

Structural Design Calculations

N/A Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.11, 1807)

Floor Area Use	Loads Shown

- _____ Live load reduction
- _____ Roof live loads (1603.1.2, 1607.10)
- _____ Roof snow loads (1603.7.3, 1608)
- _____ Ground snow load, P_g (1608.2)
- _____ If $P_g > 10$ psf, flat-roof snow load p_f
- _____ If $P_g > 10$ psf, snow exposure factor, C_e
- _____ If $P_g > 10$ psf, snow load importance factor, I_s
- _____ Roof thermal factor, C_t (1608.4)
- _____ Sloped roof snowload, p_s (1608.4)
- _____ Seismic design category (1616.3)
- _____ Basic seismic force resisting system (1617.6.2)
- _____ Response modification coefficient, R , and
- _____ deflection amplification factor, C_d (1617.6.2)
- _____ Analysis procedure (1616.6, 1617.5)
- _____ Design base shear (1617.4, 1617.5.1)

Wind loads (1603.1.4, 1609)

- _____ Design option utilized (1609.1.1, 1609.2)
- _____ Basic wind speed (1809.3)
- _____ Building category and wind importance Factor, I (table 1604.5, 1609.5)
- _____ Wind exposure category (1609.4)
- _____ Internal pressure coefficient (ASCE 7)
- _____ Component and cladding pressures (1609.1.1, 1609.2.2)
- _____ Main force wind pressure (7603.1.1, 1609.6.2.1)

N/A. Int. Restroom modifications in same location as Restrooms

Earth design data (1603.1.5, 1614-1623)

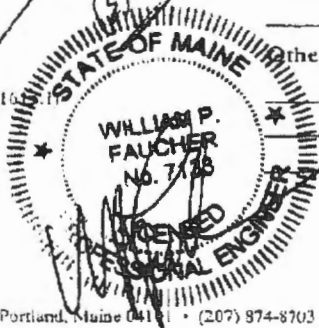
- _____ Design option utilized (1614.1)
- _____ Seismic use group ("Category")
- _____ Spectral response coefficients, S_D & S_1 (1617.1)
- _____ Site class (1615.1.5)

Flood loads (1803.1.6, 1612)

- _____ Flood Hazard area (1612.3)
- _____ Elevation of structure

Other loads

- _____ Concentrated loads (1607.4)
- _____ Partition loads (1607.5)
- _____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)



REQUEST FOR BIDS
CUMBERLAND COUNTY
CCCH – Bathroom Renovations

BID CLOSE: 2:00PM, Friday, March 6 2009.

The Cumberland County Commissioners are requesting bids for bathroom renovations for ADA compliance located at the Cumberland County Courthouse, 142 Federal Street, Portland, ME. A mandatory walk-thru is required in order to bid. Please see the attached specifications and prints for complete requirements for this project.

TOTAL COST: \$ 31,150.00

3/4/09 - Addendum #1 Included + Reviewed

COMPANY NAME & ADDRESS: Doten's Construction, Inc.
175 South Freeport Rd
Freeport, ME 04032

CONTACT PERSON: Mike Doten PHONE: 805-4412

Cumberland County is exempt from all federal, state and local taxes.

Please Submit Bids to:
County of Cumberland
Facilities Department
142 Federal Street
Portland, ME 04101

All bids must be in a sealed envelope clearly marked "**CCCH – ADA Bathroom Renovations**". Bids will be awarded at the next regularly scheduled Commissioners Meeting.

The Cumberland County Commissioners, reserve the right to accept or reject any or all bids, and at their discretion, waive all formalities.

CUMBERLAND COUNTY COURTHOUSE

ADA RESTROOM UPGRADES

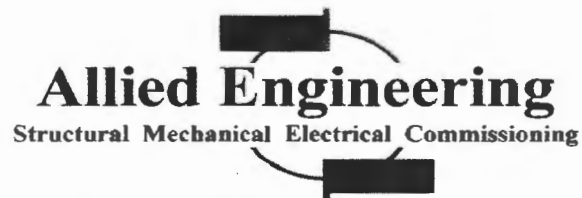
PORTLAND, MAINE

Issued for Construction

February 20, 2009

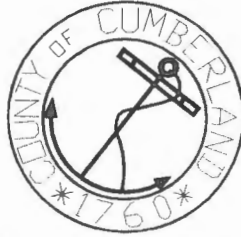
AEI Project No. 09-005

By:



160 Veranda Street
Portland, ME 04103

T 207.221.2260
F 207.221.2266
Web: www.allied-eng.com



CUMBERLAND COUNTY FACILITIES DEPARTMENT

142 Federal Street
Portland, ME 04101
(207) 871-8293 - Fax: (207) 871-8377

Bruce D. Tarbox, Facilities Manager

March 4, 2009

CUMBERLAND COUNTY BATHROOM RENOVATIONS

REQUEST:

This package contains the necessary specifications and drawings for submittal of cost proposals for bathroom renovations (upgrade) to make them ADA compliant. The bathroom is located at the Cumberland County Courthouse, 142 Federal Street, Portland, ME. A **mandatory** walk thru is required in-order to bid

SCOPE OF WORK:

- Review all drawings and documents presented
- Identify and present any issues with project bid
- Although the working area is available, the remainder of the building is occupied 8:00am-4:30pm therefore, major noises, smells can be cause to shut the project down.
- Project can be worked on 24/7 as long as adhering to policy.
- If awarded contract, must be able to attend a pre-construction meeting @ 9:00am March 27, 2009.

Bids will be due: **Friday, March 6, 2009 @ 2:00PM**

The Cumberland County Commissioners reserve the right to accept or reject any and all bids, and at their discretion, waive all formalities.

REQUEST FOR BIDS
CUMBERLAND COUNTY
CCCH – Bathroom Renovations

BID CLOSE: 2:00PM, Friday, March 6 2009.

The Cumberland County Commissioners are requesting bids for bathroom renovations for ADA compliance located at the Cumberland County Courthouse, 142 Federal Street, Portland, ME. A mandatory walk-thru is required in order to bid. Please see the attached specifications and prints for complete requirements for this project.

TOTAL COST: _____

COMPANY NAME & ADDRESS: _____

CONTACT PERSON: _____ **PHONE:** _____

Cumberland County is exempt from all federal, state and local taxes.

Please Submit Bids to:
County of Cumberland
Facilities Department
142 Federal Street
Portland, ME 04101

All bids must be in a sealed envelope clearly marked “**CCCH – ADA Bathroom Renovations**”. Bids will be awarded at the next regularly scheduled Commissioners Meeting.

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Division	Section Title
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AIA DOCUMENT A105 - 2007

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01290	PAYMENT PROCEDURES
01330	SUBMITTAL PROCEDURES
01731	CUTTING AND PATCHING
01732	SELECTIVE DEMOLITION
01770	CLOSEOUT PROCEDURES

DRAWINGS

	TITLE SHEET
A-101	TOILET ROOM LAYOUT
PL-000	PLUMBING AND MECHANICAL ABBREVIATIONS AND LEGENDS
PL-100	PLUMBING AND MECHANICAL PLANS, SCHEDULES AND DETAILS
PL-500	PLUMBING AND MECHANICAL SPECIFICATIONS
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Accessibility Building Code Certificate

Designer: HKTA / ARCHITECTS

Address of Project: CUMBERLAND COUNTY COURT HOUSE
142 FEDERAL STREET

Nature of Project: ADA RESTROOMS UPGRADE -
SECOND FLOOR

The technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: Robert E. HoweTitle: HKTA - PRESIDENTFirm: HKTA / ARCHITECTAddress: 482 CONGRESS STR.
PORTLAND, ME 04101Phone: 774-6016

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

4

AIA[®] Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the _____ day of **March** in the year **2009**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

Cumberland County Commissioners
142 Federal Street
Portland, ME 04101-4196

and the Contractor:
(Name, address and other information)

for the following Project:
(Name, location and detailed description)

CUMBERLAND COUNTY COURTHOUSE - ADA RESTROOM UPGRADES
142 Federal Street
Portland, ME 04101-4196

The Architect:
(Name, address and other information)

Allied Engineering, Inc.
160 Veranda Street
Portland, ME 04103
207.221.2260 (T)
207.221.2266 (F)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**
- 3 CONTRACT SUM**
- 4 PAYMENT**
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- 8 CONTRACTOR**
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- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
- 13 PROTECTION OF PERSONS AND PROPERTY**
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- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 This Agreement signed by the Owner and Contractor;
- .2 The drawings and specifications prepared by the Architect, dated **February 20, 2009**, and enumerated as follows:

Drawings:

Number	Title	Date
	Cover Sheet	February 20, 2009
A-101	Toilet Room Layout	
P-000	Plumbing/HVAC Legends & Abbreviations	
PL-100	Plumbing Plan 1 st & 2 nd Floors/Schedules & Details	
PL-500	Spec Sheet	
E-100	Electrical Plan 2 nd Floor	

Specifications:

Section
AIA DOCUMENT A105 - 2007

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01250	CONTRACT MODIFICATION PROCEDURES
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01330	SUBMITTAL PROCEDURES
01731	CUTTING AND PATCHING
01732	SELECTIVE DEMOLITION
01770	CLOSEOUT PROCEDURES

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 Written orders for changes in the Work issued after execution of this Agreement; and
- .5 Other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than **Sixteen (16) calendar days from the date of on site commencement, beginning March 27, 2009 after 5:00 PM**, subject to adjustment as provided in Article 10 and Article 11.

(Paragraphs deleted)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Init.

(\$)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

At completion of Work, the Owner shall pay 95% of the cost of the Completed Work. The remainder shall be paid upon delivery of all Close Out Documents and final lien waivers.

§ 4.2 Payments due and unpaid under the Contract Documents, 20 days after the end of the billing period or 20 days after delivery of the invoice whichever is later, shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

18% per annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

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User Notes:

(3482383329)

(Insert specific insurance requirements and limits.)

(Table deleted)

CONTRACTOR'S INSURANCE REQUIREMENTS

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

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 Sub-Contractors. The Contractor and Sub-Contractors of every tier shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work.

The Contractor and any Sub-Contractor 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 Sub-Contractor'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 Sub-Contractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

A. **Workers' Compensation Insurance:**

Worker's compensation insurance for all employees on site in accordance with the statutory workers' compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

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

B. **Liability Insurance**

1. **General Liability Insurance:** General liability insurance shall be on a form providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. It shall include collapse and underground coverage - as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a per location or project basis.

Minimum acceptable limits are:

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

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

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

Init.

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

Minimum acceptable limits are:

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

4. **Pollution Liability:** 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 Sub-Contractor 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 \$1,000,000 per occurrence.

C. **Property Insurance:**

Unless otherwise waived in writing by the Owner, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Sub-Contractor 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.

D. **Certificates of Insurance**

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

(Paragraph deleted)

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

Init.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. Nothing in the Contract Documents creates an obligation on the Owner to have any survey work completed.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names, addresses and relevant contact information of all subcontractors or suppliers for each and every portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

init.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, or non-payment of any subcontractor where the Owner has paid Contractor under the Contract Documents, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. With each Application for Payment, Contractor must include a list of all subcontractors and suppliers that have furnished services, materials or labor for the construction period covered by the previous application, together with properly executed mechanics' lien waivers. Mechanics' lien waivers must be notarized and executed by a person authorized to sign legal documents on behalf of the subcontractor or supplier. Copies of valid driver's licenses are required to be received by Owner or Architect. Owner and Architect reserve the right to deny any Application for Payment for failure to comply.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

Init.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

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

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.5.3 The Date(s) of Completion is stated in the Contract Documents Article 2. If the Contractor finds it impossible to complete the Work on or before the said Date(s) of Completion, Contractor must make a written request to the Owner for an Extension of Time setting forth therein the reasons for the request. If the Owner finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor he may extend the Date(s) of Completion which will then be in full force and effect, the same as though it was the original Date(s) of Completion.

§ 12.5.4 Time is an essential element of the Contract and it is important the Work be pressed vigorously to Completion. The cost to the Owner of Administration of the Contract, inspection and supervision will be increased as the time occupied in the Work, is lengthened.

§ 12.5.5 For each calendar day that the Work shall remain uncompleted after the Date(s) of Completion specified in the Contract, the amount per day, listed below in the Schedule of Liquidated damages, shall be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided, however that due account shall be taken of any adjustment of the Date(s) of Completion granted under the provisions of Section 12.5.3 above.

§ 12.5.6 The Contractor shall expressly be prohibited from filing delay claims or attempting to recover damages for its scheduled early completion. The Owner and Designer have not requested accelerated schedules and cannot accommodate the Contractor if he chooses to accelerate the Work. The Owner and Designer have designed the Project to be done in an orderly fashion which allows for bad weather, minor changes in the Work, and an orderly submittal and review process of materials and workmanship. Any Contractor choosing to bid the project with accelerated completions, earlier than those allowed by the phasing plan, has a duty to inform the project owner of the Contractor's intention to achieve early completion and he shall also note early completion as a qualification on his bid form. The Owner reserves the right to reject all bids containing limitations or qualifications.

SCHEDULE OF LIQUIDATED DAMAGES

	Original Contract Amount	Per Day
More than	\$ 25,000 and less than \$200,000	\$1,000.00

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens in accordance with Section 12.2.1 of the Contract Documents, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 A total of five percent of the total amount payable by the Owner to the Contractor for performance of Work under the Contract Documents shall be withheld from the progress or final payments and shall be kept by Owner as retainage. The retainage shall be paid to Contractor within 30 days after final completion and acceptance of Work.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

Init.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

Cumberland County Commissioners

(Printed name, title and address)

CONTRACTOR *(Signature)*

(Printed name, title and address)

LICENSE NO.:
JURISDICTION:

SECTION 01100 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Work Covered by Contract Documents
- B. Contract Method
- C. Contractor's Use of Premises
- D. Specification Formats and Conventions
- E. Drawings Furnished
- F. Examination of the Site
- H. Contractor's Duties
- I. Completion Date
- J. Start Date
- K. Materials
- L. Warranty

1 Demo Permit Req.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of demolition of 4 existing restrooms and construction of 3 new restrooms 2 of which will be ADA compliant. Work includes new plumbing fixtures and related plumbing piping and specialties, new doors, frames and hardware, new floor finishes, acoustical ceilings, painted wall finishes, new light fixtures and sensors, and new bathroom specialties. The demolition of the drywall, mudded fittings and asbestos floor tile will be done by the owner prior to the start of this project. The various items of work for this project are hereinafter specified under the respective branch headings of the work or shown on the accompanying drawings and shall be included in the contracts made for the completion of any respective divisions of the work. Such contracts shall also include necessary details reasonably incidental to the proper execution and completion of such work.

- 1. Project Location: Portland, Maine
- 2. Owner Cumberland County

- B. Whenever a conflict, contradiction, or discrepancy between any statutes, regulations, plans or specifications, or if the Contractor request clarification of his responsibilities hereunder, it is the Contractor's responsibility to obtain the advance written approval of the Engineer prior to deviating from any of the specifications.
- C. Asbestos Abatement is NOT a part of this contract. The Owner through a separate contract will handle Asbestos removal. Should the Contractor encounter asbestos during the course of his work, he shall immediately stop work in that area and notify the Owner's Representative before proceeding further.
 - 1. Please note that Asbestos containing materials were found in the floor tile under the carpet , Joint compound on the dry wall and mudded fitting above the ceilings, The owner will have these items abated prior to the start of this work.

1.4 CONTRACT METHOD

- A. Project will be constructed under a single lump sum contract.

1.5 CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. As designated by Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure
- D. Assume full responsibility for protection and safekeeping of products stored on premises
- E. Obtain and pay for use of additional storage or work areas needed for operations
- F. Contractor shall limit use of premises to allow Owner occupancy
- G. Coordinate work with Asbestos Abatement Contractor.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. **Abbreviated Language:** Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.7 DRAWINGS FURNISHED

- A. On the award of the contract, the Owner will issue to the Contractor four (4) of the "Contract Drawings and Specifications" for use in his office and on the job. The owner will also furnish such additional copies as may be required for submission to public authorities to accompany applications for permits
- B. Additional copies of drawings and specifications will be issued at cost of reproduction.
- C. It is the intention that these specifications and the drawings accompanying same shall provide for this project to be completed in all its respective parts. Any work shown on the drawings and not particularly described in the specifications, or vice versa, shall be furnished by the Contractor as part of his contract.

1.8 EXAMINATION OF THE SITE

- A. All Contractors' submitting proposals for the work shall first examine the site and all conditions thereon. All proposals shall take into consideration all such conditions as may affect the work under this contract.

1.9 CONTRACTORS DUTIES

- A. Asbestos-Free Materials: Contractor shall provide certification that all materials used for construction under this contract are 100% asbestos-free. Refer to Section 01340 – Shop Drawings, Product Data and Samples for submittals.
- B. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery
 - 3. Other facilities and services necessary for proper execution and completion of work
- C. Secure and pay for all permits, government fees, and licenses that are applicable at the time of bid for proper execution and completion of the work
- D. Promptly submit written notice to the Engineer of observed variance of Contract Documents from legal requirements.
 - 1. Appropriate Modifications to Contract Documents will adjust necessary changes to comply with Codes and Regulations.
 - 2. Assume responsibility for work known to be contrary to such requirements without notice
- E. Enforce strict discipline and good order among employees. Do not employ unfit persons not skilled in assigned task.
- F. Contractor's employees shall not transport, drink, or have in their possession on the job site any intoxicating beverage. Possession of any controlled substances without a physician's prescription is also prohibited. Any Contractor's employee appearing to be under the influence of an intoxicating beverage or narcotics will be escorted off the property and turned over to a competent escort as determined by the

Engineer's Representative. Any vehicle found to contain controlled substances or controlled substance residue will be reported to the State Police for investigation.

- G. Use or possession of firearms, ammunition and/or explosives is prohibited. Where explosives are required due to construction requirements, specific handling requirements and approvals are required.
- H. Work Permit or Citizenship: The contractor shall certify, in writing, that all employees of the Contractor and Subcontractor are citizens of the United States.
- I. Motor Vehicles:
 - 1. Vehicles must be locked at all times and parking will be in areas designated by the Facility Representative. Commercial/Contractor-owned vehicles required for direct support of contract work will have vehicle markings. The vehicle marking shall consist of permanent painting, the use of magnetic sign or semi-permanent signs. Cardboard or lesser materials taped to the vehicle will not be acceptable.
 - 2. All employees operating motor vehicles shall have a valid Operator's License. All vehicles shall display a valid state license plate and inspection sticker if required in the state in which the vehicle is registered.
- J. COMPLETION DATE:
 - 1. The anticipated completion date for delivery of this facility to the Owner is April 12, 2009
- K. START DATE:
 - 1. Upon entering a contract with the Owner Allied engineering will sit down with the contractor and subcontractors as soon as the contractor has assembled shop drawings for review, and review Shop drawings in person if order to facilitate the process However, the building will not be available until After 5:00 PM on March 27, 2009 for actual construction to start. Access will be scheduled for required investigation prior to start of construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. All materials used for construction under this contract shall be 100% asbestos-free

2.2 Warrantees:

- A. All workman ship and materials shall be warranted for one year from date of substantial completion.

PART 3 - EXECUTION

END OF SECTION 01100

SUMMARY OF WORK

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CUMBERLAND COUNTY COURTHOUSE
ADA RESTROOM UPGRADES
PORTLAND, MAINE

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "Engineer's Supplemental Instructions" form .

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Engineer.

CONTRACT MODIFICATION PROCEDURES

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on their standard form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Within 5 days after signing the contract, the Contractor shall submit a Schedule of Value breakdown to the Engineer itemized by the individual specification sections, including a separate line item for the Contractor's General Conditions.
 - 2. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - 3. Submit the Schedule of Values to Engineer at earliest possible date but prior to start of work
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.

- d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value.
- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Application for Payment shall be submitted at the completion of the project to the Engineer in accordance with the General Conditions. The Engineer will evaluate individual and total requests; and if he concurs, he will forward to the Owner for payment as stated in the above General Conditions.
- B. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- D. Transmittal: Submit 4 four signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of liens.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.

PAYMENT PROCEDURES

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2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. Evidence that claims have been settled.
7. Final, liquidated damages settlement statement.

1.6 RETAINAGE

- A. Five percent of the portion of the contract sum properly allocable to labor, materials and equipment incorporated in the work, and five percent of the contract sum properly allocable to materials and equipment suitable stored at the site or other location agreed upon in writing shall be withheld from progress payments and shall be kept to formal completion of the project without penalty of interest.

1.7 LIQUIDATED DAMAGES

- A. For each calendar day after the date of substantial completion specified in the contract, that the areas cannot be occupied due to construction the amount of \$1,500 per day shall be deducted from any money due the Contractor, not as a penalty, but as liquidated damages.

PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION 01290



SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. All equipment used shall be year 2000 compliant.
- C. Related Sections include the following:
 - 1. Section 3-A – Standard General Conditions: Definitions and basic responsibilities of entities.
 - 2. Division 1 Section “Payment Procedures” for submitting Applications for Payment.
 - 3. Division 1 Section “Closeout Procedures” for submitting warranties Project Record Documents and operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Upon entering a contract with the Owner Allied engineering will sit down with the contractor and subcontractors at 160 Veranda Street, Portland, Maine as soon as the contractor has assembled shop drawings for review. Shop drawings will at that time be reviewed in person in order to facilitate the process. There will be access to the internet from this location if any further documentation is required for this process to be completed in one session.
- B. Submittal Requirements: Submittals shall have a separate cover sheet for each Division. Submittals for more than one Division shall not be combined.
 - 1. Apply Contractor's stamp, signed or initialed certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of work and Contract Documents.
 - 2. Submittals that do not have an approval stamp and signature in compliance with this Section shall be returned without review by the Engineer. The Contractor shall be fully responsible for any delays due to returned shop drawings, product data sheets.

SUBMITTAL PROCEDURES

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3. Coordinate submittals into logical groupings to facilitate interrelation of the several items:
 - a. Finishes which involve Engineer selection of colors, textures or patterns.
 - b. Associated items which require correlation for efficient function or for installation.
 4. Do not fabricate products or begin work or which requires submittals until return of submittals with Engineer's review. All work shall be in conformity with reviewed shop drawings
 5. When shop drawings and/or submitted data sheets do not meet the product/materials shown or specified, the Engineer will review submissions no more than two (2) times. After the second review the Contractor shall have the cost to review all subsequent submissions reimbursed to the Owner at the Engineers published standard billing rate for personnel involved. Cost shall be deducted from the Contract via a Change Order.
- C. Standards:
1. Materials: Any material specified by reference to the number, symbol, or title of a specified standard such as Commercial Standard, a Federal Specification, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof, and any amendment or supplement thereto, in effect on the date of invitation for proposals, except as limited to type, class of grade, or modified in such reference, and except as otherwise indicated.
 2. Standards: The Standard referred to, except as modified in the specifications, shall have full force and effect as though printed in these specifications. These standards are not furnished to bidders for the reason that the manufacturer's and trades involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.
 3. Federal Specifications: Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office. Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.
 4. Commercial Standards: Where Commercial Standards are referred to as a measure of quality, standard and method of fabrication, they refer to Commercial Standards issued by the U.S. Department of Commerce.
 5. Serial Numbers: Where A.S.T.M. Serial Numbers are used, they refer to the latest tentative specifications; standard specifications; standard method or standard method of testing, issued by the American Society for Testing and Materials.
- D. Certificate of Conformance: Except where tests and/or inspections in connection with structural materials are specified or required by applicable laws, rules and regulations, manufacturer's certificates covering conformance with the requirements of the above mentioned Federal Specifications and Commercial Standards may be accepted in lieu of such tests. Such certificates shall be furnished to the Engineer for all items so specified.
1. Submit to the Engineer manufacturer's certificates covering conformance with the requirements of asbestos-free materials on all materials.
- E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installing and the like which may be required by the equipment he proposes to supply. If the drawings show variations from contract drawings or specifications whether because of standard shop practice or other reasons, the

Contractor will not be relieved of the responsibility for completing the work in full accordance with the Contract Documents even though such shop drawings are approved by the Engineer.

- a. Shop drawings, product data sheets that do not have an approval stamp and signature in compliance with this Section shall be returned without review by the Engineer. The Contractor shall be fully responsible for any delays due to returned shop drawings, product data sheets.
3. Before any material or equipment is purchased, the Contractor shall submit to the Engineer manufacturer's data, catalog cuts, samples, or other information as required by individual Specification Sections.
 - a. Deviations from the contract, deemed necessary, will only be considered when accompanied by a letter (identifying the item specified, the item proposed, and any cost variation) outlining specific reasons for requesting such deviation. If these conditions are not met, the submittal shall be returned to the Contractor for corrective action. The adequacy and accuracy of submittals and their compliance with contract documents are the responsibility of the Contractor. All approval actions taken by the Engineer will in no way relieve the Contractor of his quality control requirements.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.
1. Initial Review: Allow 15 Fifteen days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- G. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches (on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- H. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

- I. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
 - 1. Submit six (6) copies of Shop Drawings, Product Data and Manufacturer's Instructions to the Engineer.
 - 2. Additional copies submitted will not be marked with action taken and will be discarded.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
 - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 - 3. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Specification section.
 - g. Submittal purpose and description.
 - h. Submittal and transmittal distribution record.
 - i. Remarks.
 - j. Signature of transmitter.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit Six (6) copies of each submittal, unless otherwise indicated. Engineer will return 4 (Four) copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Within 30 days after the date of the Letter of Intent and before any material or equipment is purchased, the Contractor shall submit to the Engineer manufacturer's data, catalog cuts, samples, or other information as required for the items listed below.
 - a. Deviations from the contract, deemed necessary, will only be considered when accompanied by a letter (identifying the item specified, the item proposed, and any cost variation) outlining specific reasons for requesting such deviation. If these conditions are not met, the submittal shall be returned to the Contractor for corrective action. The adequacy and accuracy of submittals and their compliance with contract documents are the responsibility of the Contractor. All approval actions taken by the Engineer will in no way relieve the Contractor of his quality control requirements.
2. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
3. Mark each copy of each submittal to show which products and options are applicable.
4. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:
 - a. Shop drawings shall be drawn to scale, shall show all necessary working and erection dimensions and such details, sections, plans and elevations (all properly cross-referenced to the contract drawings) and as are necessary to clearly delineate arrangements, construction and connection with other work and shall illustrate all work continuous with and having a bearing on work indicated. They shall be numbered consecutively and dated and shall indicate the project name, the names of the Contractor and the Subcontractor, the name and description of the equipment or articles shown, the manufacturer's name, the kinds, types, grades, thicknesses and finishes of materials, including all fittings, fastenings and the like and the locations at which materials or equipment are to be installed in the work. Marked-up copies of standard drawings showing typical conditions and details and indicating their specific application to the work will not be acceptable. Shop drawings shall be accompanied by a letter of transmittal identifying the items of work submitted. Shop drawings shall be submitted in such time as to cause no delay in the orderly progress of work, under the contract, due allowance being made for checking and such correcting, resubmission, and rechecking as may be necessary. The approval of the shop drawings will be general and shall not relieve the Contractor from sole responsibility for errors or omissions of any sort, nor for proper fitting and construction on work or the finishing of

materials or work required by the contract documents but not shown or indicated on the shop drawings. Approval will not imply verification of required quantity of material, nor correctness of dimensions. Requests by the Engineer for changes and corrections on shop drawings shall not be construed as an order for extra work under the contract.

- b. Present shop drawings in a clear and thorough manner. Title each drawing with project name and number. Identify each element of drawings by reference to sheet number and detail, schedule or room number of contract documents.
 - c. Dimensions.
 - d. Identification of field dimensions, show relation to adjacent or critical features or work or products.
 - e. Identification of products.
 - f. Fabrication and installation drawings.
 - g. Roughing-in and setting diagrams.
 - h. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - i. Shopwork manufacturing instructions.
 - j. Templates and patterns.
 - k. Schedules.
 - l. Design calculations.
 - m. Compliance with specified standards.
 - n. Notation of coordination requirements.
 - o. Notation of dimensions established by field measurement.
2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 4. Number of Copies: Submit 6 (six) blue- or black-line prints of each submittal, unless prints are required for operation and maintenance manuals. Engineer will retain two (2) prints; remainder will be returned.
- D. Samples: Prepare physical units of materials or products, including the following:
1. Samples properly identified and described, shall be submitted in the number specifically called for in the body of the specification or as may be required by the Engineer. They shall be submitted and resubmitted until approved. No approval of a sample shall be taken in itself to change or modify any contract requirement. Finishes, materials or workmanship in the completed buildings shall match the approved samples.
 2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- E. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.

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3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Contract Quality Control" ("Quality Requirements." Under Master Spec format)
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

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- M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Contract Closeout Procedures".
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- T. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Engineer, Architect will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

PART 4 - CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR QUANTITIES; DIMENSIONS TO BE CONFIRMED AND CORRELATED AT THE JOB SITE; INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS FOR TECHNIQUES OF CONSTRUCTION; COORDINATION OF THE WORK OF ALL TRADES; AND PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER. THIS REVIEW DOES NOT MODIFY CONTRACTOR'S DUTY TO COMPLY WITH THE CONTRACT DOCUMENTS.

PART 5 - ____ REVIEWED

PART 6 - ____ REVIEWED W/NOTES, *No Resubmission* Required

PART 7 - ____ REVIEWED W/NOTES, **Resubmission** Required

PART 8 - ____ NOT ACCEPTABLE

- A. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

B. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 16 Sections for specific requirements are all listed on the drawings

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 5 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
- B. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of the project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate Contractor.

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C. Include in request:

1. Identification of the project.
2. Location and description of affected work.
3. Necessity for cutting or alteration.
4. Description of proposed work and products to be used.
5. Alternatives to cutting and patching.
6. Date and time work will be executed.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-protection systems.
 4. Control systems.
 5. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Membranes and flashings.
 2. Equipment supports.
 3. Piping, ductwork, vessels, and equipment.
 4. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 DUST PROTECTION ENCLOSURE

- A. The contractor must provide an acceptable plan for preventing the generation of dust due to operations in the construction zones, along haul routes, in equipment parking areas, and in waste areas. Provide labor, material, and equipment required to construct dust-proof barriers to isolate dust and dirt from construction operations; make provisions to keep dust from penetrating into mechanical systems and tape door and window openings and cracks to form a complete dust barrier; use negative air exhaust fans to provide negative air pressure in dusty work areas; and equipment fans with filters capable of preventing visible dust release at exhaust duct. Remove all barriers upon completion of the work and clean the work area; and clean to the original state any areas beyond the work area that become dust-laden as a result of the work operation.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

2.2 DUST PARTITION

- A. Dust partition shall be constructed of 2x4 studs at 16" o.c. (full height) with one layer of 6 mil reinforced poly each side. Provide 1/2" plywood on the occupied side of the partition. Tape poly on all sides to existing finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Restore work with new products in accordance with requirements of Contract Documents.
 - 2. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
 - 4. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 - 5. After uncovering, inspect conditions affecting performance of work.
 - 6. Beginning of cutting or patching means acceptance of existing conditions.
- B. Execute cutting, fitting, and patching, including excavation and fill, to complete work and to:
 - 1. Fit the several parts together, to integrate with other work.
 - 2. Uncover work to install ill-timed work.
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove samples of installed work for testing.
 - 5. Provide openings in elements of work for penetrations of mechanical and electrical work.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of project from damage.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill. Pneumatic tools not allowed without prior approval.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. General: Fit work to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
 - 3. Fire-Rated Assemblies: At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated material, full thickness of construction element.

4. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
5. Assemblies: Refinish entire unit.
6. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
7. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

END OF SECTION 01731



SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
 - 1. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.

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.
- 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. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. 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 remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building.
- C. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with all hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 (seventy two) hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
 2. The registry of deeds office is below the work area and will need to be accessed for the waste piping. This area will remain operational for the duration of the project. All work in this area must be done after hours.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Hazardous materials are present in building to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- F. Storage or sale of removed items or materials on-site will not be permitted.
- G. 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.
- 1.8 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

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 Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
 - 1. Hydrants shall be accessible at all times. No debris shall be permitted to accumulate within a radius of 15 feet of fire hydrants.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 - 1. Provide at least 72 seventy two hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with corridors, elevators, stairwells and access doors.

1. Do not close or obstruct corridors, elevators, stairwells and access doors, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.
- C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent areas.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- E. Temporary Shoring: Provide and maintain interior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction 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 POLLUTION CONTROLS

- A. Dust Control: Use temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
 3. In areas where demolition operations will create dust in occupied areas or areas where equipment may be affected by dust. Provide temporary enclosures and negative air machines shall be used to create a negative air pressure inside the enclosure. The negative air machine shall be equipped with filters sufficient to prevent visible emissions at the exhaust. Prior to removal of the enclosure all surfaces inside the containment shall be wet wiped with soap and water.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Cleaning: 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.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. 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.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
 10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. 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.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- E. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- F. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- G. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

SELECTIVE DEMOLITION

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3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."
- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 - 3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Burning: Burning of demolished materials will be permitted only at designated areas on Owner's property, providing required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

SELECTIVE DEMOLITION

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CUMBERLAND COUNTY COURTHOUSE
ADA RESTROOM UPGRADES
PORTLAND, MAINE

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project Record Documents.
3. Operation and maintenance manuals.
4. Warranties.
5. Instruction of Owner's personnel.
6. Final cleaning.
7. Evidence of payment and release of liens

- B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
3. Plans : For specified materials.

1.3 SUBSTANTIAL COMPLETION

- A. NOT USED

1.4 FINAL COMPLETION

- A. Inspection: Call for final inspection for acceptance. On receipt of request, Engineer and owner will either proceed with inspection. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 PUNCH LIST

- A. Items on the punch list that are not completed prior to turning over the areas must be completed after hours

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's Owners reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Drawings, where applicable.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data:
 - a. System, subsystem, and equipment descriptions, including operating standards.
 - b. Description of controls and sequence of operations.
 - c. Piping diagrams.
 - 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Sources of spare parts and maintenance materials.
 - f. Copies of warranties.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Completion.
 - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - i. Clean exposed surfaces of diffusers, registers, and grills.
 - j. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - k. Leave Project clean and ready for occupancy.

END OF SECTION 01770