

**ARCHITECTURE**

SECTION 01100

SUMMARY AND GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
  2. Type of the Contract.
  3. Work phases.
  4. Work by Others
  5. Use of premises.
  6. Work restrictions.
  7. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the construction of the new Custom House Square Office Building.
1. Project Location: 300 Fore Street, Portland, Maine.
- B. Owner: Olympia Equity Investors IV B, LLC., 280 Fore street, Portland, Maine 04101.
- C. Architect Identification: The Contract Documents, were prepared for Project by PCI Architects, P.O. Box 4430, Manchester, N.H.
1. All references to "Architect" shall mean "Architect of Record", Pro Con, Inc. – Architecture Division.
- D. The Work Includes, but is not limited to the following: Project consists of the construction of a new Office Building of approximately 69,000 square feet to be built adjacent to and connected to an existing office building located at the intersection of Customhouse and Commercial Streets, Portland, Maine. The new building is being constructed next to an existing building known as 7 Custom House Street, on the same site. The two buildings are separated by a firewall with interconnections as indicated on the documents and sharing of some common facilities. Work includes but is not limited to, associated site improvements as shown on Civil Engineering drawings, construction area security and fencing, building demolition, earth retention, selected removals, pilings, earthwork, site utilities and site improvements, sidewalks and curbing, paving, and landscaping. Work in the public way is included as indicated or required. Work also includes, but is not limited to, pile foundations, concrete pile caps, concrete grade beams and foundation walls, concrete slab-on-grade, structural concrete basement slab, concrete on metal decking, architectural precast concrete, steel structure, steel beams and decking, roof membrane over roof insulation, dampproofing and waterproofing, sheet metal, metal stairs and landings, concrete masonry, light gauge cold-formed metal framing, metal drywall stud partitions, insulation, gypsum board walls and ceilings, ceramic tile, acoustical ceilings, resilient flooring, carpeting, custom cabinets and fixtures, carpentry, glass storefront system, composite building panels, painting, metal doors, wood doors, metal frames, door hardware, metal fabrications, toilet partitions and accessories, signage, elevators, fire protection and detection systems, security systems, electrical, and heating, ventilating, and air conditioning complete and ready for use.

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- E. The following trades are considered Design/Build and shall include engineering services to satisfy the Design Criteria provided in the documents. The Design/Build engineer shall be licensed in the state where the project is located and shall submit Certificates of Professional Liability Insurance as defined in the documents.

1. 03450 Architectural Precast
2. 05400 Cold-Formed Metal Framing
3. 05511 Metal Stairs
4. 08911 Glazed Aluminum Curtain Walls
5. 14240 Hydraulic Elevator
6. 15300 Fire Protection
7. 15410 Plumbing
8. 15600 Heating, Ventilation, & Air Conditioning
9. 16000 Electrical Work
10. 16721 Fire Alarm Detection Systems

### 1.3 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.
- B. Contract Type: AIA A101 - 1997 - Standard Form of Agreement Between Owner and Contractor - Stipulated Sum.
- C. General Conditions: AIA A201 - 1997 - General Conditions of the Contract for Construction.

### 1.4 APPLICABLE BUILDING CODES

- A. Applicable Codes having jurisdiction include, but not limited to:
  1. International Building Code - 2003 -Including Periodic Amendments.
  2. International Fire Code – 2003
  3. International Energy Conservation Code – 2003, including 2004 Amendments
  4. State of Maine Plumbing Code – 2005
  5. International Mechanical Code – 2000
  6. National Electrical Code - 2002
  7. Maine State code modifications as adopted.
    - Maine State Food Code – 2001
    - Maine State Elevator Code
  8. State Fire Prevention Ordinance
    - NFPA 101 – Life Safety Code
    - NFPA 1 – Fire Prevention Code
  9. ASHRAE
  10. SMACHNA
  11. NFPA codes and standards including but not limited to:
    - NFPA 13 - Standard for Installation of Sprinkler Systems Current Edition: 2002
    - NFPA 14 - Standard for Installation of Standpipe, Private Hydrants, & Hose Systems.
    - NFPA 70 - National Electrical Code® Handbook, 2002 Edition
    - NFPA 72 - National Fire Alarm Code® Handbook, 2002
    - NFPA 101 - Life Safety Code® Handbook, 2000 Edition - For exiting.
  12. Applicable ADA Guidelines and as modified by the Maine Human Rights Code
  13. And any other applicable codes, laws, rules, ordinances and regulations of the local authorities having jurisdiction which are more restrictive than the ICC codes.

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14. Local Zoning and/or Planning Approval constraints for the specific project.

15. [City of Portland Code Amendments](#)

Code Enforcement Contacts for this Project:

Building Official: Michael Nugent, Inspections Division Director  
389 Congress Street, Portland, ME 04101  
207-874-8700

Fire Official: Chief \_\_\_\_\_, City of Portland Fire Official  
207-874-\_\_\_\_

- B. The Contractor shall not perform any Work knowing it to be contrary to any applicable laws, statues, ordinances, building codes, rules or regulations without advanced approval by appropriate authorities having jurisdiction provided in writing with copies to the Owner and Architect.

1.5.1 WORK SEQUENCING

- A. The Work shall **NOT** be conducted in phases. Refer to the Sequencing Plan for additional information.
- E. However, the selective demolition and modification of existing building means of egress and common toilets shall be constructed prior to new work in a manner that will maintain safe access and egress for the existing building.
- F. Before commencing Work, submit a schedule showing the sequence, commencement and completion dates for each element of the Work, including the existing Blake Building.

1.6 WORK BY OTHERS

- G. Concurrent Work: Central Maine Power Company will be providing construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- H. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.
- I. Coordinate work of other utility companies (ie., phone, cable, gas, etc.) and tenants fit-up contractors (i.e., systems furniture) etc.

1.7 USE OF PREMISES

- J. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- K. The site has limited space to perform the construction operations. The Contractor will be responsible to coordinate off-site parking and storage space as required.
  - 1. Owner will arrange and coordinate the usage of the first row of parking along the property line on the adjacent restaurant site for the use of the contractor for access to that portion of the site. No long term material stocking will be allowed in this area.

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2. Contractor to coordinate with the City of Portland for the shutting down of Custom House Street and the partial use of Fore Street during the construction period.
  
- L. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Owner Occupancy: Allow for Owner occupancy of adjacent building and use by the public.
  2. Driveways and Entrances: Keep sidewalks, loading areas, and entrances serving adjacent premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  
- M. Use of Existing Building: Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
  
- N. Emergency Building Exits During Construction: Existing egress exits in building shall be re-routed to exits away from construction area. Coordinate with the City Fire Department.
  
- O. Time Restrictions for Performing Interior and Exterior Work: Monday through Friday; 7 am to 5 p.m., unless arrangements are made with the Owner prior to the start of work.
  1. Provide 24 hour notice to Owner when performing work other than normal working hours.
  2. Coordinate hours of construction with the City of Portland.

### 1.4 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving adjacent facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.
  3. Coordinate interruptions to coincide with existing tenants off-hours.

### 1.5 SUBCONTRACTOR RESPONSIBILITIES

- A. Subcontractor's responsibilities include, but are not limited to, the following:
  1. In submitting a proposal, a Subcontractor or Supplier affirmatively represents that it has:
    - a. carefully examined all Drawings and all Specifications thoroughly and has become familiar with all provisions thereof which may effect its Work, including coordinating with other trades; and that their Bid is based solely on these Documents, not relying in any way on any explanation or interpretations - oral or written - from any other source except as noted herein;
    - b. full experience and proper qualifications and that they and their employees are skilled and experienced in the performance of work as required by this project;
    - c. capabilities in the use and interpretation of Drawings and Specifications such as those included in the Contract Documents;
    - d. ascertained the nature & location of the Work, the character & accessibility of Site, the existence of obstacles to construction, the availability of facilities & utilities, and

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other general & local conditions that can reasonably be expected to effect its performance of the Work or the Contract Price; and that

- e. The Subcontractor or Supplier affirmatively agrees that it shall be conclusively presumed that he/she has exercised his/her aforementioned skill and experience.
  2. Any discrepancies noted in the Construction Documents shall be submitted to the Owner in the form of a "Request for Information" (RFI) for review & response prior to Subcontractor submitting a proposal for the work or proceeding with the work. Owner shall respond, in writing, to Contractor who will distribute to all trades.
- B. Provisions established within the Construction Contract, Subcontract, General and Supplementary General Conditions of the Contract, Division 1 - General Requirements, the Drawings, and this Project Specification are collectively applicable to this Section as if rewritten or bound herein.
- C. All Subcontractors and Suppliers shall be governed by all applicable Sections of these Documents with reference to their respective areas of work including coordination of their work with other trades.
1. Each Subcontractor and Supplier shall review all Sections of the Specifications and all Drawings and shall be responsible for all work pertaining to their trade regardless of Drawing or Section of Specifications within which it is written or shown.
  2. The construction details of the building are illustrated on the Architectural and Structural Drawings. The Subcontractor shall thoroughly acquaint himself with the details before submitting his bid or proceeding with engineering as no allowance will be made because of the Subcontractor's unfamiliarity with these details.
- D. The drawings show diagrammatically the locations of the various shafts, plenums, furred walls, lines, ducts, conduits, fixtures, outlets, and equipment anticipated in the project. It is not intended to show every required equipment or space necessary for the full concealment of the Mechanical, Electrical or other systems which will be determined in the early design/build stages. Minimum space requirements of these items shall be provided by the trade Subcontractor design/build engineers. Exact locations within the building shall be established at MEP/FP or other discipline meetings to be held when system conceptual layouts are available. Architect shall determine final locations and shall issue revised drawings as required.
- E. The Contractor shall coordinate and lay out the work maintaining all lines, grades & dimensions according to these drawings with due consideration for other trades and verify all dimensions at the site prior to any fabrication or installation.
- F. Representations:
1. The Subcontractor affirmatively represents that they are skilled and experienced in the performance of work as required by this project and in the use and interpretation of Drawings and Specifications such as those included in the Contract Documents; that they have carefully reviewed the Drawings and Specifications of this project; and that their Contract is not relying in any way on any explanation or interpretations - oral or written - from any other source. The Subcontractor agree that it shall be conclusively presumed that the Subcontractor has exercised his aforementioned skill and experience.
  2. Each Subcontractor shall provide sufficient and adequate labor, materials and construction equipment necessary to properly correlate all phases of the work to the end that the approved Progress Schedule can be adhered to and the Substantial Completion Date met.

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3. Each Subcontractor is responsible for all necessary development of the work to fulfill the intent of the Contract Documents for a complete and/or functioning system whether totally defined by the Drawings and/or Specifications or not.
4. In no case shall any Subcontractor nor Supplier proceed with work in uncertainty.

G. Communications:

1. The Subcontractor or Supplier shall forward all communications to the Owner through the Contractor.
2. Request for Information (RFI): It shall be each Subcontractor's obligation to check the Contract Documents and to request the Contractor to obtain from the Owner any clarification necessary and in time so as not to delay the progress of the work. It shall be the Subcontractor's obligation to check the Contract Documents, and to request any clarification necessary and in time so as not to delay the progress of the work.
3. The Owner may, from time to time, issue Addenda (prior to the Contract) or Sketches (SK) to the Contractor. Changes to Contract Cost or Contract Time may only be approved by the Owner, in writing. Work contained in Addenda, Proposal Request, or SK's are not an authorization to increase either Contract Cost or Contract Completion.

1.6 FOR SUBCONTRACTORS WHICH REQUIRE DESIGN SERVICES BY THE SUBCONTRACTOR

A. Where indicated or required by these Documents or where required by acceptable trade practice within the Design-Build trades, the Subcontractor or Supplier shall hire an independent consulting Engineer licensed to practice in the state where the project is located and with a license applicable to the specific trade (i.e. structural, mechanical, electrical, etc.). Requirements of the Professional Engineer within Design-Build trades, or hired as independent consultants are as follows:

1. For purposes of this project, the terms "Professional Engineer", "Engineer of Record" or "Engineer" are interchangeable and all refer to the same individual. The Engineer of Record enlisted by the Design-Build firm shall be a qualified professional engineer licensed to practice in the state where the project is located. The professional engineer must be licensed for the discipline for which they are providing services.
2. These contract documents require each Engineer of Record to meet with each building or fire department representative, other local town officials and the local utility representatives to ensure plans and specifications conform to all local codes, laws, rules, regulations, ordinances and conditions. The Engineer of Record shall notify and give opportunity to the Architect or his representative to attend such meetings, at the discretion of the Architect. The Engineer of Record shall keep meeting notes of these discussions and distribute to the Architect of Record and the Contractor's construction representative.
3. The Engineer of Record of each discipline shall inspect the project (multiple times, if necessary) prior to walls or ceilings being covered, at the completion of the work and at any other time as may be customary or deemed necessary, to ensure conformity to the plans and specifications. It is understood that the engineer shall take measures necessary in order to satisfy themselves, and certify to the Architect of Record, that the work is being completed in accordance with the engineer's documents.
4. An inspection report by each Engineer of Record shall be submitted to the contractor and the architect within 48 hours after each inspection. However, if a discrepancy is discovered during or as a result of such inspection such Engineers shall immediately report same to the contractor and the architect.
5. The Engineer of Record shall perform all services in a timely manner as to not delay the project schedule prepared by the contractor. Services the Engineer shall expeditiously

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- carried out as part of their fee during the construction phase include, but are not limited to, shop drawing review, submittal review, attend meetings (upon request of the contractor's personnel) respond to RFI's or CR's, prepare and issue SK's or other supplemental documents needed to clarify the design intent.
6. Each trade proposed as "Design-Build" shall provide as part of their design service, that the proposed Engineer of Record produce evidence of Professional Liability Insurance ("Errors and Omissions") in the amount of \$1,000,000.00 per claim. The insurance shall have a maximum deductible of \$25,000.00 per occurrence, which shall be paid by the subcontracting firm or the Engineer of Record. This coverage shall be carried for a minimum of one year beyond the date the Engineer's construction documents are issued. Prior to commencing with their work, the Engineer of Record shall submit evidence of said coverage to the Architect of Record.
  7. There will be no reimbursed expenses to the Engineers for typical costs to perform their services (i.e. telephone, mail, overnight mail, progress printing, final printing, and mileage to and from the project site, the Owner's office or the Architect's office). Unusual, out of the ordinary or high volume (i.e. 100 sets of prints) expenses will be reimbursed by the Architect only if written approval is obtained from the Architect by the Engineer prior to the expenditure.
  8. The Engineer of Record shall expect to make minor modifications to their plans during the preparation of those documents as a result of usual and customary "red-lined" comments from the Architect of Record.
  9. Each Engineer of Record shall provide stamped Design Affidavits and / or Construction Control Affidavits as required or requested by City, State, Federal or any other agency having jurisdiction. The Engineer of Record shall provide design certifications, field observation certifications, final certifications, and any other certifications as required by the agency having jurisdiction. Final Engineer of Record signoff is required before final subcontractor payment is released-Engineer must sign the daily log sheet at the job office trailer upon each visit, failure to do so will render the observation null and void. List of Observations shall include but are not limited to: Underground (observation of systems prior to backfill); Roughing (observation of system components prior to concealment by other materials); Testing; Final (observation of finished systems). Final report shall include a punch list of incomplete or incorrect items. Number of observation visits shall be as required to provide complete observations and may require more than one visit per observation based upon job phasing.
  10. Each Engineer shall provide a minimum of 3 sets of prints at each progress issue and at final issue of their documents.
  11. The contractor may, at the contractor's option, request a digital disk (CAD) of the Engineer's final documents to provide the Owner with a complete facility maintenance set of plans on disk.
  12. The Design-Build firm shall provide to the contractor at the end of the project, 2 sets of record drawings of the construction documents for each respective discipline, reviewed and approved by the Engineer of Record.
  13. All design/code related decisions by the Engineer of Record shall be reviewed with the Architect of Record prior to making commitments to appropriate officials. This applies to, but is not limited to, discussions the Engineer of Record may have with the authorities having jurisdiction (i.e. building dept, electrical inspector, fire department, etc.).
  14. The Architect shall provide to each Engineer, via e-mail or CAD disk, a building floor plan for the Engineer to utilize as their base drawing to develop their documents. All progress issues and final issue of the Engineer's documents shall be plotted / printed by the Engineer and distributed by the Engineer on paper format that will fit the construction documents set of plans format. PCI Architecture will not receive e-mailed versions of the

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Engineer's documents or plot the Engineer's documents for implementation into the Construction Documents. However, the Engineer may also be asked to provide, at the contractor's request, a digital version of the documents for the convenience of printing and distribution for the contractor.

15. The Engineer of Record is responsible for using the most current architectural background for their drawings. Verify before commencing with engineered drawings.
16. The Engineer of Record shall provide system descriptions, engineering calculations, COMcheck verification sheets (if applicable), etc. to certify compliance with the governing code requirements.

### 1.7 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. 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.
- C. References to Related Sections: This paragraph lists only products, construction, and equipment that the reader might expect to find in this Section but are specified elsewhere. This is not meant to be a continuation of a list of work included in each section.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION