

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

Location of Construction: <b>12 Bramhall St (Bean Wing)</b>		Owner: <b>Maine Medical Center</b>		Phone:	Permit No: <b>970105</b>
Owner Address:		Lessee/Buyer's Name:		Phone:	Business Name:
Contractor Name: <b>H.B. Callahan</b>		Address: <b>Box 677 Auburn, ME 04212</b>		Phone: <b>784-6927</b>	
Past Use: <b>Hospital</b>		Proposed Use: <b>Same</b>		COST OF WORK: <b>\$ 26,175.00</b>	PERMIT FEE: <b>\$ 160.00</b>
Proposed Project Description: <b>Make Interior Renovations Bean Wing/2nd floor</b>		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <b>F2</b> Type: <b>1A</b>	
		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	
Permit Taken By: <b>Mary Cresik</b>		Date Applied For: <b>06 February 1997</b>			

**PERMIT ISSUED**  
**FEB 10 1997**  
**CITY OF PORTLAND**

Zone: **CBL: 53-D-007**  
Zoning Approval:  
**Special Zone or Reviews:**  
 Shoreland  
 Wetland  
 Flood Zone  
 Subdivision  
 Site Plan maj  minor  imm

**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: \_\_\_\_\_

**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]*  
SIGNATURE OF APPLICANT **Rodney Boyington** ADDRESS: \_\_\_\_\_ DATE: **06 February 1997** PHONE: **784 6717**

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ PHONE: \_\_\_\_\_

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT **3**

*[Handwritten]*

COMMENTS

Work completed before I received permit from C.E.O. - Insp. area work appears to be done as per plans. \$

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____



# BUILDING PERMIT REPORT

DATE: 2/6/97 ADDRESS: 22 W. ...

REASON FOR PERMIT: ...

BUILDING OWNER: ...

CONTRACTOR: ...

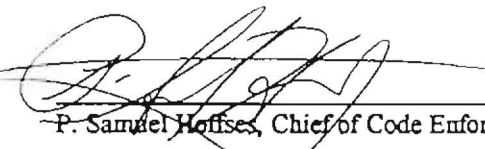
PERMIT APPLICANT: Walney Be... APPROVAL: 4/17/97  
RECEIVED: 2/5/97

## CONDITION OF APPROVAL

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) UL 103.
7. Guardrail & 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.
8. Headroom in habitable space is a minimum of 7'6".
9. 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.
10. The minimum headroom in all parts of a stairway shall not be less than 80 inches.
11. 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.
12. Each apartment shall have access to two (20 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.
13. 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.
14. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment.
15. 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 basementsIn 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)

- 16. 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.
- (17.) The Fire Alarm System shall be maintained to NFPA #72 Standard.
- (18.) The Sprinkler System shall maintained to NFPA #13 Standard.
- (19.) 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)
- 20. All construction and demolition debris must be disposed at the City's authorized reclamation site. The fee rate is attached. Proof of such disposal must be furnished to the office of Inspection Services before final Certificate of Occupancy is issued or demolition permit is granted.
- 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. This permit does not excuse the applicant from obtaining any license which may be needed from the City Clerk's office.
- 24. Ventilation shall meet the requirements of Chapter 12 Sections 1210. of the City's Building Code. 1
- 25. This project requires State Lic. Marshall says
- 26. \_\_\_\_\_
- 27. \_\_\_\_\_

  
\_\_\_\_\_  
P. Samuel Hoffses, Chief of Code Enforcement

cc: Lt. McDougall, PFD  
Marge Schmuckal

*Handwritten initials*

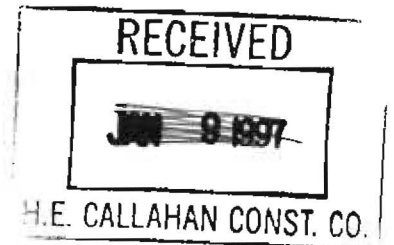


# Maine Medical Center

## PROJECT MANUAL

*Family Birth Center Waiting Room Renovations  
and Early Labor Lounge*

December 3, 1996



53-D-007.

# 97-0105

**CERTIFIED INTERIOR DESIGNER:**

*Lisa Whited Planning & Design, Inc.*

*One Union Wharf*

*P.O. Box 7010*

*Portland, ME 04112*

*Tel: 207 879 0578*

*Fax: 207 879 5579*

TABLE OF CONTENTS

	Invitation To Bid	1
	Instruction To Bidders	3
	Performance & Payment Bond	6
	Standard Form of Agreement Between Owner & Contractor	6
	General Conditions of the Contract for Construction	24
	Supplemental General Conditions	13
01010	Summary or Work	6
01040	Project Coordination	7
01045	Cutting and Patching	5
01090	Definitions and Standards	8
01200	Project Meetings	3
01310	Schedules, Reports, Payments	7
01340	Submittals, Shop Drawings, Product Data & Samples	11
01400	Quality Control Services	5
01500	Temporary Facilities	9
01631	Products and Substitutions	10
01700	Project Closeout	7
01740	Warranties and Bonds	3
01800	Interim Life Safety Measures	4
01850	Dust Control Measures	3
02070	Selective Demolition	6
06100	Rough Carpentry	5
06200	Finish Carpentry	9
06400	Architectural Woodwork	8
08110	Steel Door Frames	6
08210	Wood Doors	6
08710	Finish Hardware	12
09250	Gypsum Drywall	8
09510	Acoustical Ceilings	7
09650	Resilient Flooring	6
09680	Carpeting	5
09900	Painting	10

RECEIVED

DEC 15 1996

MAINE MEDICAL CENTER



INSTRUCTION TO BIDDERS

1. RECEIPT AND OPENINGS OF BIDS

- A. Bids for construction of the Family Birth Center Waiting Room Renovations and Early Labor Lounge will be received by:

Mr. Robert Bremm  
Director of Engineering Services  
Maine Medical Center  
22 Bramhall Street  
Portland, Maine 04102

until 2:00 PM prevailing local time on Friday, December 20, 1996, at which time bids shall be opened.

2. AWARDS OR REJECTION OF BIDS

- A. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any formalities prior to above scheduled time of opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 60 days after the actual date of the opening thereof.

- B. Conditional bids will not be accepted.

3. PAYMENT FOR DOCUMENTS

- A. One full set of drawings and specifications will be issued to Contractors. Additional sets will be obtainable from Xpress Copy, 144 Fore Street, Portland, Maine.

4. PREPARATION OF PROPOSAL

- A. Proposal must be submitted in duplicate on the actual Form of Bid furnished herewith. All blank spaces for bid prices must be filled in, in ink or typewriter.

- B. Proposal must be submitted in sealed envelopes bearing on the outside the name of bidder, his address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal forms.

5. ADDENDA AND INTERPRETATION

- A. No interpretation of the meaning of the plans, specifications, or other contract documents will be

MAINE MEDICAL CENTER

made to any bidder orally. Every request for such interpretation is suggested to be in writing for the best clarity to the bidders requests; however, oral requests will be accepted and dealt with to the Certified Interior Designer's best understanding of the requests. Requests should be addressed to:

Lisa Whited Planning & Design, Inc.  
P.O. Box 7010  
Portland, ME 04112 (207) 879 0578  
Attn: Lisa Whited, Certified Interior Designer

and to be given consideration must be received at least two (2) days prior to the date fixed for the opening bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective contractors (at respective addresses furnished for such purposes) no later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

6. CONSTRUCTION BONDS.

A. Performance Bond and Payment Bond

7. DAYS AND HOURS OF WORK

A. The Contractor shall make such arrangements with his employees as not to conflict with the Wage and House Laws of the State and the United States of America. Be it further understood that, if in the opinion of the Owner and Certified Interior Designer, the work is not progressing fast enough to insure completion by the date set, the Contractor will be required to work such additional shifts and overtime as, in the opinion of the Owner and the Architect, is necessary to complete the work on the required date without extra cost to the Owner.

8. OBLIGATION OF BIDDERS

A. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to his bid. The bidder also is assumed to have reviewed



MAINE MEDICAL CENTER

the various installation requirements.

9. TIME OF COMPLETION

- A. The Contractor shall prosecute the work continuously until completion. The rate of progress shall be at least that shown on the Schedule of Progress" which is to be submitted by the Contractor in a form satisfactory to the Certified Interior Designer.

End of Section

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_

19\_\_\_\_, entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract



# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

19

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
Principal (Seal)  
\_\_\_\_\_  
Title

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
Surety (Seal)  
\_\_\_\_\_  
Title

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ \_\_\_\_\_),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_ 19 \_\_\_\_\_, entered into a contract with Owner for

(Here insert full name, address and description of project)

, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

19

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)





*AIA Document A101*

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a  
STIPULATED SUM*

**1987 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted  
in this document by reference. Do not use with other general conditions unless this document is modified*

This document has been approved and endorsed by The Associated General Contractors of America

## AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of  
Nineteen Hundred and \_\_\_\_\_

**BETWEEN** the Owner:

*(Name and address)*

and the Contractor:

*(Name and address)*

The Project is:

*(Name and location)*

The Architect is:

*(Name and address)*

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows -

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or if applicable, state that the date will be fixed in a notice to proceed.)*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work if not stated elsewhere in the Contract Documents.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

**4.3** Unit prices, if any, are as follows:



**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Provided an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %) Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of \_\_\_\_\_ percent ( \_\_\_\_\_ %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims, and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended prior to Substantial Completion of the entire Work to reduce or limit the retainage resulting from the percentages inserted in subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Certificate for Payment has been issued by the Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located:

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows

<b>Document</b>	<b>Title</b>	<b>Pages</b>
-----------------	--------------	--------------

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows.  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Pages</b>
----------------	--------------	--------------

**9.1.5** The Drawings are as follows, and are dated  
*(either list the Drawings here or refer to an exhibit attached to this Agreement.)*

unless a different date is shown below

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

**9.1.6** The addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.



**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

OWNER

CONTRACTOR

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**



*AIA Document A201*

# General Conditions of the Contract for Construction

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION  
WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS MODIFICATION*

## 1987 EDITION TABLE OF ARTICLES

- |  |  |
|--|--|
| 1. GENERAL PROVISIONS                                  | 8. TIME  |
| 2. OWNER   | 9. PAYMENTS AND COMPLETION                       |
| 3. CONTRACTOR  | 10. PROTECTION OF PERSONS AND PROPERTY           |
| 4. ADMINISTRATION OF THE CONTRACT                      | 11. INSURANCE AND BONDS                          |
| 5. SUBCONTRACTORS                                      | 12. UNCOVERING AND CORRECTION OF WORK            |
| 6. CONSTRUCTION BY OWNER OR BY<br>SEPARATE CONTRACTORS | 13. MISCELLANEOUS PROVISIONS                     |
| 7. CHANGES IN THE WORK                                 | 14. TERMINATION OR SUSPENSION OF THE<br>CONTRACT |

This document has been approved and endorsed by the Associated General Contractors of America.

Copyright 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1970, 1976, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C., 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecutions.



**CAUTION: You should use an original AIA document which has this caution printed in red.  
An original assures that changes will not be obscured as may occur when documents are reproduced.**

## INDEX

<b>Acceptance of Nonconforming Work</b>	9 6 6, 9 9 3, <b>12.3</b>	Building Permit	3 7 1
Acceptance of Work	9 6 6, 9 8 2, 9 9 3, 9 10 1, 9 10 3	<b>Capitalization</b>	<b>1.4</b>
<b>Access to Work</b>	<b>3.16</b> , 6 2.1, 12.1	Certificate of Substantial Completion	9 8 2
Accident Prevention	4 2 3, 10	<b>Certificates for Payment</b>	4 2 5, 4 2 9, 9 3 3, <b>9.4</b> , 9 5, 9 6 1, 9 6 6, 9 7 1, 9 8 3, 9 10 1, 9 10 3, 13 7, 14 1 1 3, 14 2 4
Acts and Omissions	3 2 1, 3 2 2, 3 3 2, 3 12 8, 3 18, 1 2 3, 4 3 2, 4 3 9, 8 3 1, 10 1 4, 10 2 5, 13 4 2, 13 7, 14 1	Certificates of Inspection, Testing or Approval	3 12.11, 13 5 4
Addenda	1 1 1, 3 11	Certificates of Insurance	9 3 2, 9 10.2, 11.1 3
Additional Cost, Claims for	4 3 6, 4 3 7, 4 3 9, 6 1 1, 10 3	<b>Change Orders</b>	1 1 1, 2 4 1, 3 8 2.4, 3 11, 4 2 8, 4 3 3, 5 2 3, 7 1, <b>7.2</b> , 7 3 2, 8 3 1, 9 3.1.1, 9 10 3, 11 3 1 2, 11 3 4, 11 3 9, 12 1 2
Additional Inspections and Testing	3 2.6, 9 8 2, 12.2.1, 13 5	Change Orders, Definition of	7 2 1
Additional Time, Claims for	4 3 6, 4 3 8, 4 3 9, 8 3 2	<b>Changes</b>	<b>7.1</b>
<b>ADMINISTRATION OF THE CONTRACT</b>	3.3.3, <b>4</b> , 9 4, 9 5	<b>CHANGES IN THE WORK</b>	3 11, 4 2 8, <b>7</b> , 8 3 1, 9 3 1 1, 10 1 3
Advertisement or Invitation to Bid	1 1 1	Claim, Definition of	<b>4.3.1</b>
Aesthetic Effect	4 2 13, 4 5 1	<b>Claims and Disputes</b>	<b>4.3</b> , 4 4, 4 5, 6 2 5, 8 3 2, 9 3 1.2, 9 3 3, 9 10 4, 10 1 4
<b>Allowances</b>	<b>3.8</b>	<b>Claims and Timely Assertion of Claims</b>	<b>4.5.6</b>
All-risk Insurance	11.3 1 1	<b>Claims for Additional Cost</b>	4 3 6, <b>4.3.7</b> , 4 3 9, 6 1 1, 10 3
<b>Applications for Payment</b>	4 2 5, 7 3 7, 9 2, <b>9.3</b> , 9 4, 9 5 1, 9 6 3, 9 8 3, 9 10 1, 9 10 3, 9 10 4, 11 1 3, 14 2 4	<b>Claims for Additional Time</b>	4 3 6, <b>4.3.8</b> , 4 3 9, 8 3 2
Approvals	2 1 3 3 3, 3 5, 3 10 2, 3 12 4 through 3 12 8, 3 18 3, 4 2 7, 9 3 2, 11 3 1 4, 13 4 2, 13 5	<b>Claims for Concealed or Unknown Conditions</b>	<b>4.3.6</b>
<b>Arbitration</b>	1 1 4, 4 3 2, 4 3 4, 4 4 4, <b>4.5</b> , 8 3 1, 10 1 2, 11 3 9, 11 3 10	Claims for Damages	3 18, 4 3 9, 6 1 1, 6 2 5, 8 3 2, 9 5 1 2, 10 1 4
<b>Architect</b>	<b>4.1</b>	Claims Subject to Arbitration	4 3 2, 4 4 4, 4 5 1
Architect, Definition of	4.1.1	<b>Cleaning Up</b>	<b>3.15</b> , 6 3
Architect, Extent of Authority	2 4, 3 12 6, 4 2, 4 3 2, 4 3 6, 4 4, 5 2, 6 3, 7 1 2, 7 2 1, 7 3 6, 7 4, 9 2, 9 3 1, 9 4, 9 5, 9 6 3, 9 8 2, 9 8 3, 9 10 1, 9 10 3, 12 1, 12 2 1, 13 5 1, 13 5 2, 14 2 2, 14 2 4	<b>Commencement of Statutory Limitation Period</b>	<b>13.7</b>
Architect, Limitations of Authority and Responsibility	3 3 3, 3 12 8, 3 12 11, 4 1 2, 4 2 1, 4 2 3, 4 2 6, 4 2 7, 4 2 10, 4 2 12, 4 2 13, 4 3 2, 5 2 1, 7 4, 9 4 2, 9 6 4, 9 6 6	Commencement of the Work, Conditions Relating to	2 1 2, 2 2.1, 3 2 1, 3 2 2, 3 7 1, 3 10 1, 3 12 6, 4 3 7, 5 2 1, 6 2 2, 8 1 2, 8 2 2, 9 2, 11 1 3, 11 3 6, 11 4 1
Architect's Additional Services and Expenses	2 4, 9 8 2, 11 3 1 1, 12 2 1, 12 2 4, 13 5 2, 13 5 3, 14 2 4	Commencement of the Work, Definition of	8 1 2
<b>Architect's Administration of the Contract</b>	<b>4.2</b> , 4 3 6, 4 3 7, 4 4, 9 4, 9 5	Communications Facilitating Contract	Administration 3 9 1, 4 2 4, 5 2 1
Architect's Approvals	2 4, 3 5 1, 3 10.2, 3 12 6, 3 12 8, 3 18 3, 4 2 7	Completion, Conditions Relating to	3 11, 3 15, 4 2 2, 4 2 9, 4 3 2, 9 4 2, 9 8, 9 9 1, 9 10, 11 3 5, 12 2 2, 13 7 1
Architect's Authority to Reject Work	3 5 1, 4 2 6, 12 1 2, 12 2 1	<b>COMPLETION, PAYMENTS AND</b>	<b>9</b>
Architect's Copyright	1 3	Completion, Substantial	4 2 9, 4 3 5 2, 8 1 1, 8 1 3, 8 2 3, 9 8, 9 9 1, 12 2 2, 13 7
Architect's Decisions	1 2 6, 4 2 7, 4 2 11, 9 2 12, 1 2 13, 1 3 2, 1 3 6, 1 4 1, 1 4 4, 1 5, 6 3, 7 3 6, 7 3 8, 8 1 3, 8 3 1, 9 2 9 1, 9 5 1, 9 8 2, 9 9 1, 10 1 2, 13 5 2, 14 2 2, 14 2 4	Compliance with Laws	1 3, 3 6, 3 7 3, 3 13, 4 1 1, 10 2 2, 11 1, 11 3, 13 3, 13 5 1, 13 5 2, 13 6, 14 1 1, 14 2 1 3
Architect's Inspections	1 2 2, 4 2 9, 4 3 6, 9 4 2, 9 8 2, 9 9 2, 9 10 1, 13 5	Concealed or Unknown Conditions	4 3 6
Architect's Instructions	4 2 6, 4 2 7, 4 2 8, 1 3 7, 7 4 1, 12 1, 13 5 2	Conditions of the Contract	1 1 1, 1 1 7, 6 1 1
Architect's Interpretations	4 2 11, 4 2 12, 4 3 7	Consent, Written	1 3 1, 3 12 8, 3 14 2, 4 3 2, 4 3 4, 4 5 5, 9 3 2, 9 8 2, 9 9 1, 9 10 2, 9 10 3, 10 1 2, 10 1 3, 11 3 1, 11 3 1 4, 11 3 11, 13 2, 13 4 2
Architect's On-Site Observations	4 2 2, 4 2 5, 4 3 6, 9 4 2, 9 5 1, 9 10 1, 13 5	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>	<b>1 1 4, 6</b>
Architect's Project Representative	4 2 10	Construction Change Directive, Definition of	7 3 1
Architect's Relationship with Contractor	1 1 2, 3 2 1, 3 2 2, 3 3 3, 3 5 1, 3 7 5, 3 11, 3 12 8, 3 12 11, 3 16, 3 18, 1 2 3, 4 2 4, 4 2 6, 4 2 12, 5 2, 6 2 2, 7 3 4, 9 8 2, 11 3 7, 12 1, 13 5	<b>Construction Change Directives</b>	1 1 1, 4 2 8, 7 1, <b>7.3</b> , 9 3 1 1
Architect's Relationship with Subcontractors	1 1 2, 4 2 3, 4 2 4, 4 2 6, 9 6 3, 9 6 4, 11 3 7	Construction Schedules, Contractor's	3 10, 6 1 3
Architect's Representations	9 4 2, 9 5 1, 9 10 1	<b>Contingent Assignment of Subcontracts</b>	<b>5.4</b>
Architect's Site Visits	1 2 2, 4 2 5, 4 2 9, 4 3 6, 9 4 2, 9 5 1, 9 8 2, 9 9 2, 9 10 1, 13 5	<b>Continuing Contract Performance</b>	<b>4.3.4</b>
Asbestos	10 1	Contract, Definition of	1 1 2
Attorneys' Fees	3 18 1, 9 10 2, 10 1 4	<b>CONTRACT, TERMINATION OR SUSPENSION OF THE</b>	<b>4 3 7, 5 4 1 1, 14</b>
Award of Subcontract Contracts	6 1 1	Contract Administration	3 3 3, 4 9 4, 9 5
<b>Award of Subcontracts and Other Contracts for Portions of the Work</b>	<b>5.2</b>	Contract Award and Execution, Conditions Relating to	3 7 1, 3 10, 5 2, 9 2, 11 1 3, 11 3 6, 11 4 1
<b>Basic Definitions</b>	<b>1.1</b>	<b>Contract Documents, The</b>	<b>1.1</b> , 1 2, 7
Bidding Requirements	1 1 1, 1 1 7, 5 2 1, 11 4 1	Contract Documents, Copies Furnished and Use of	1 3, 2 2 5, 5 3
<b>Boiler and Machinery Insurance</b>	<b>11.3.2</b>	Contract Documents, Definition of	1 1 1
Bonds, Lien	9 10 2	Contract Performance During Arbitration	4 3 4, 4 5 3
Bonds, Performance and Payment	7 3 6 4, 9 10 3, 11 3 9, 11 4	<b>Contract Sum</b>	3 8, 4 3 6, 4 3 7, 4 4 4, 5 2 3, 6 1 3, 7 2, 7 3, <b>9.1</b> , 9 7, 11 3 1, 12 2 4, 12 3, 14 2 4
		<b>Contract Sum, Definition of</b>	<b>9.1</b>
		Contract Time	4 3 6, 4 3 8, 4 4 4, 7 2 1 3, 7 3, 8 2 1, 8 3 1, 9 7, 12 1 1
		Contract Time, Definition of	<b>8.1.1</b>



<b>CONTRACTOR</b> . . . . .	<b>3</b>
Contractor, Definition of . . . . .	3.1, 6.1.2
Contractor's Bid . . . . .	1.1.1
<b>Contractor's Construction Schedule</b> . . . . .	<b>3.10, 6.1.3</b>
Contractor's Employees . . . . .	3.3.2, 3.4.2, 3.8.1, 3.9, 3.18, 4.2.3, 4.2.6, 8.1.2, 10.2, 10.3, 11.1.1, 14.2.1.1
<b>Contractor's Liability Insurance</b> . . . . .	<b>11.1</b>
Contractor's Relationship with Separate Contractors and Owner's Forces . . . . .	2.2.6, 3.12.5, 3.14.2, 4.2.4.6, 12.2.5
Contractor's Relationship with Subcontractors . . . . .	1.2.4, 3.3.2, 3.18.1, 3.18.2, 5.2, 5.3, 5.4, 9.6.2, 11.3.7, 11.3.8, 14.2.1.2
Contractor's Relationship with the Architect . . . . .	1.1.2, 3.2.1, 3.2.2, 3.3.3, 3.5.1, 3.7.3, 3.11, 3.12.8, 3.16, 3.18, 4.2.3, 4.2.4, 4.2.6, 4.2.12, 5.2, 6.2.2, 7.3.4, 9.8.2, 11.3.7, 12.1, 13.5
Contractor's Representations . . . . .	1.2.2, 3.5.1, 3.12.7, 6.2.2, 8.2.1, 9.3.3
Contractor's Responsibility for Those Performing the Work . . . . .	3.3.2, 3.18, 4.2.3, 10
Contractor's Review of Contract Documents . . . . .	1.2.2, 3.2, 3.7.3
Contractor's Right to Stop the Work . . . . .	9.7
Contractor's Right to Terminate the Contract . . . . .	14.1
Contractor's Submittals . . . . .	3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3.1, 9.8.2, 9.9.1, 9.10.2, 9.10.3, 10.1.2, 11.4.2, 11.4.3
Contractor's Superintendent . . . . .	3.9, 10.2.6
Contractor's Supervision and Construction Procedures . . . . .	1.2.4, 3.3, 3.4, 4.2.3, 8.2.2, 8.2.3, 10
Contractual Fidelity Insurance . . . . .	11.1.1, 7, 11.2.1
Coordination and Correlation . . . . .	1.2.2, 1.2.4, 3.3.1, 3.10, 3.12.7, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications . . . . .	1.3, 2.2.5, 3.11
Correction of Work . . . . .	2.3, 2.4, 4.2.1, 9.8.2, 9.9.1, 12.1.2, 12.2, 13.7.1.3
Cost, Definition of . . . . .	7.3.6, 14.3.5
Costs . . . . .	2.1, 3.2.1, 3.7.4, 3.8.2, 3.15.2, 4.3.6, 4.3.7, 4.3.8.1, 5.2.3, 6.1.1, 6.2.3, 6.3, 7.3.3.3, 7.3.6, 7.3.7, 9.7, 9.8.2, 9.10.2, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 12.2.4, 12.2.5, 13.5, 14
<b>Cutting and Patching</b> . . . . .	<b>3.14, 6.2.6</b>
Damage to Construction of Owner or Separate Contractors . . . . .	3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.3, 11.1, 11.3, 12.2.5
Damage to the Work . . . . .	3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.3, 11.3
Damages, Claims for . . . . .	3.18, 4.3.9, 6.1.1, 6.2.5, 8.3.2, 9.5.1.2, 10.1.4
Damages for Delay . . . . .	6.1.1, 8.3.3, 9.5.1.6, 9.7
Date of Commencement of the Work, Definition of . . . . .	8.1.2
Date of Substantial Completion, Definition of . . . . .	8.1.3
Day, Definition of . . . . .	8.1.4
Decisions of the Architect . . . . .	4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.2, 4.3.6, 4.4.1, 4.4.4, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.1, 9.5.1, 9.8.2, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4
<b>Decisions to Withhold Certification</b> . . . . .	<b>9.5, 9.7, 14.1.1.3</b>
Defective or Nonconforming Work, Acceptance, Rejection and Correction of . . . . .	2.3, 2.4, 3.5.1, 4.2.1, 4.2.6, 4.3.5, 9.5.2, 9.8.2, 9.9.1, 10.2.5, 12, 13.7.1.3
Defective Work, Definition of . . . . .	3.5.1
Definitions . . . . .	1.1, 2.1.1, 3.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.3.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 7.3.6, 8.1, 9.1, 9.8.1
<b>Delays and Extensions of Time</b> . . . . .	<b>4.3.1, 4.3.8.1, 4.3.8.2, 6.1.1, 6.2.3, 7.2.1, 7.3.1, 7.3.4, 7.3.5, 7.3.8, 7.3.9, 8.1.1, 8.3, 10.3.1, 14.1.1.4</b>
Disputes . . . . .	4.1.4, 4.3.4.4, 4.5, 6.2.5, 6.3, 7.3.8, 9.3.1.2
Documents and Samples at the Site . . . . .	3.11
Drawings, Definition of . . . . .	1.1.5
Drawings and Specifications, Use and Ownership of . . . . .	1.1.1, 1.3, 2.2.5, 3.11, 5.3
Duty to Review Contract Documents and Field Conditions . . . . .	3.2
Effective Date of Insurance . . . . .	8.2.2, 11.1.2

<b>Emergencies</b> . . . . .	<b>4.3.7, 10.3</b>
Employees, Contractor's . . . . .	3.3.2, 3.4.2, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 8.1.2, 10.2, 10.3, 11.1.1, 14.2.1.1
Equipment, Labor, Materials and . . . . .	1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.12.3, 3.12.7, 3.12.13, 3.13, 3.15.1, 4.2.7, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 11.3, 12.2.4, 14
Execution and Progress of the Work . . . . .	1.1.3, 1.2.3, 3.2, 3.4.1, 3.5.1, 4.2.2, 4.2.3, 4.3.4, 4.3.8, 6.2.2, 7.1.3, 7.3.9, 8.2, 8.3, 9.5, 9.9.1, 10.2, 14.2, 14.3
<b>Execution, Correlation and Intent of the Contract Documents</b> . . . . .	<b>1.2, 3.7.1</b>
Extensions of Time . . . . .	4.3.1, 4.3.8, 7.2.1.3, 8.3, 10.3.1
Failure of Payment by Contractor . . . . .	9.5.1.3, 14.2.1.2
Failure of Payment by Owner . . . . .	4.3.7, 9.7, 14.1.3
Faulty Work (See Defective or Nonconforming Work)	
<b>Final Completion and Final Payment</b> . . . . .	<b>4.2.1, 4.2.9, 4.3.2, 4.3.5, 9.10, 11.1.2, 11.1.3, 11.3.5, 12.3.1, 13.7</b>
Financial Arrangements, Owner's . . . . .	2.2.1
Fire and Extended Coverage Insurance . . . . .	11.3
<b>GENERAL PROVISIONS</b> . . . . .	<b>1</b>
<b>Governing Law</b> . . . . .	<b>13.1</b>
Guarantees (See Warranty and Warranties)	
Hazardous Materials . . . . .	10.1, 10.2.4
Identification of Contract Documents . . . . .	1.2.1
Identification of Subcontractors and Suppliers . . . . .	5.2.1
<b>Indemnification</b> . . . . .	<b>3.17, 3.18, 9.10.2, 10.1.4, 11.3.1.2, 11.3.7</b>
<b>Information and Services Required of the Owner</b> . . . . .	<b>2.1.2, 2.2, 4.3.4, 6.1.3, 6.1.4, 6.2.6, 9.3.2, 9.6.1, 9.6.4, 9.8.3, 9.9.2, 9.10.3, 10.1.4, 11.2, 11.3, 13.5.1, 13.5.2</b>
<b>Injury or Damage to Person or Property</b> . . . . .	<b>4.3.9</b>
Inspections . . . . .	3.3.3, 3.3.4, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 4.3.6, 9.4.2, 9.8.2, 9.9.2, 9.10.1, 13.5
Instructions to Bidders . . . . .	1.1.1
Instructions to the Contractor . . . . .	3.8.1, 4.2.8, 5.2.1.7, 12.1, 13.5.2
Insurance . . . . .	4.3.9, 6.1.1, 7.3.6.4, 9.3.2, 9.8.2, 9.9.1, 9.10.2, 11
<b>Insurance, Boiler and Machinery</b> . . . . .	<b>11.3.2</b>
<b>Insurance, Contractor's Liability</b> . . . . .	<b>11.1</b>
Insurance, Effective Date of . . . . .	8.2.2, 11.1.2
<b>Insurance, Loss of Use</b> . . . . .	<b>11.3.3</b>
<b>Insurance, Owner's Liability</b> . . . . .	<b>11.2</b>
<b>Insurance, Property</b> . . . . .	<b>10.2.5, 11.3</b>
Insurance, Stored Materials . . . . .	9.3.2, 11.3.1.4
<b>INSURANCE AND BONDS</b> . . . . .	<b>11</b>
Insurance Companies, Consent to Partial Occupancy . . . . .	9.9.1, 11.3.1.1
Insurance Companies, Settlement with . . . . .	11.3.10
Intent of the Contract Documents . . . . .	1.2.3, 3.12.4, 4.2.6, 4.2.7, 4.2.12, 4.2.13, 7.4
<b>Interest</b> . . . . .	<b>13.6</b>
<b>Interpretation</b> . . . . .	<b>1.2.5, 1.4, 1.5, 4.1.1, 4.3.1, 5.1, 6.1.2, 8.1.4</b>
Interpretations, Written . . . . .	4.2.11, 4.2.12, 4.3.7
Joinder and Consolidation of Claims Required . . . . .	4.5.6
<b>Judgment on Final Award</b> . . . . .	<b>4.5.1, 4.5.4.1, 4.5.7</b>
<b>Labor and Materials, Equipment</b> . . . . .	<b>1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.12.2, 3.12.3, 3.12.7, 3.12.11, 3.13, 3.15.1, 4.2.7, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 12.2.4, 14</b>
Labor Disputes . . . . .	8.3.1
Laws and Regulations . . . . .	1.3, 3.6, 3.7, 3.13, 4.1.1, 4.5.5, 4.5.7, 9.9.1, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6
Liens . . . . .	2.1.2, 4.3.2, 4.3.5.1, 8.2.2, 9.3.3, 9.10.2
<b>Limitation on Consolidation or Joinder</b> . . . . .	<b>4.5.5</b>
Limitations, Statutes of . . . . .	4.5.4.2, 12.2.6, 13.7
Limitations of Authority . . . . .	3.3.1, 4.1.2, 4.2.1, 4.2.3, 4.2.7, 4.2.10, 5.2.2, 5.2.4, 7.4, 11.3.10



Limitations of Liability . . . . .	2.3, 3.2.1, 3.5.1, 3.7.3, 3.12.8, 3.12.11, 3.17, 3.18, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.10.4, 10.1.4, 10.2.5, 11.1.2, 11.2.1, 11.3.7, 13.4.2, 13.5.2
Limitations of Time, General . . . . .	2.2.1, 2.2.4, 3.2.1, 3.7.3, 3.8.2, 3.10, 3.12.5, 3.15.1, 4.2.1, 4.2.7, 4.2.11, 4.3.2, 4.3.3, 4.3.4, 4.3.6, 4.3.9, 4.5.4.2, 5.2.1, 5.2.3, 6.2.4, 7.3.4, 7.4, 8.2, 9.5, 9.6.2, 9.8, 9.9, 9.10, 11.1.3, 11.3.1, 11.3.2, 11.3.5, 11.3.6, 12.2.1, 12.2.2, 13.5, 13.7
Limitations of Time, Specific . . . . .	2.1.2, 2.2.1, 2.4, 3.10, 3.11, 3.15.1, 4.2.1, 4.2.11, 4.3, 4.4, 4.5, 5.3, 5.4, 7.3.5, 7.3.9, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.6.1, 9.7, 9.8.2, 9.10.2, 11.1.3, 11.3.6, 11.3.10, 11.3.11, 12.2.2, 12.2.4, 12.2.6, 13.7, 14
<b>Loss of Use Insurance . . . . .</b>	<b>11.3.3</b>
Material Suppliers . . . . .	1.3.1, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3.1, 9.3.1.2, 9.3.3, 9.4.2, 9.6.5, 9.10.4
Materials, Hazardous . . . . .	10.1, 10.2.4
Materials, Labor, Equipment and . . . . .	1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.12.2, 3.12.3, 3.12.7, 3.12.11, 3.13, 3.15.1, 4.2.7, 6.2.1, 7.3.6, 9.3.2, 9.3.3, 12.2.4, 14
Means, Methods, Techniques, Sequences and Procedures of Construction . . . . .	3.3.1, 4.2.3, 4.2.7, 9.4.2
<b>Minor Changes in the Work . . . . .</b>	<b>1.1.1, 4.2.8, 4.3.7, 7.1, 7.4</b>
<b>MISCELLANEOUS PROVISIONS . . . . .</b>	<b>13</b>
Modifications, Definition of . . . . .	1.1.1
Modifications to the Contract . . . . .	1.1.1, 1.1.2, 3.7.3, 3.11, 4.1.2, 4.2.1, 5.2.3, 7.8.3.1, 9.7
<b>Mutual Responsibility . . . . .</b>	<b>6.2</b>
<b>Nonconforming Work, Acceptance of . . . . .</b>	<b>12.3</b>
Nonconforming Work, Rejection and Correction of . . . . .	2.3.1, 4.3.5, 9.5.2, 9.8.2, 12, 13.7.1.3
Notice . . . . .	2.3, 2.4, 3.2.1, 3.2.2, 3.7.3, 3.7.4, 3.9, 3.12.8, 3.12.9, 3.17, 4.3, 4.4.4, 4.5, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4.1, 9.5.1, 9.6.1, 9.7, 9.10, 10.1.2, 10.2.6, 11.1.3, 11.3, 12.2.2, 12.2.4, 13.3, 13.5.1, 13.5.2, 14
<b>Notice, Written . . . . .</b>	<b>2.3, 2.4, 3.9, 3.12.8, 3.12.9, 4.3, 4.4.4, 4.5, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4.1, 9.5.1, 9.7, 9.10, 10.1.2, 10.2.6, 11.1.3, 11.3, 12.2.2, 12.2.4, 13.3, 13.5.2, 14</b>
Notice of Testing and Inspections . . . . .	13.5.1, 13.5.2
Notice to Proceed . . . . .	8.2.2
<b>Notices, Permits, Fees and . . . . .</b>	<b>2.2.3, 3.7, 3.13, 7.3.6.4, 10.2.2</b>
Observations, Architect's On-Site . . . . .	4.2.2, 4.2.5, 4.3.6, 9.4.2, 9.5.1, 9.10.1, 13.5
Observations, Contractor's . . . . .	12.2, 3.2.2
Occupancy . . . . .	9.6.6, 9.8.1, 9.9, 11.3.11
On Site Inspections by the Architect . . . . .	4.2.2, 4.2.9, 4.3.6, 9.4.2, 9.8.2, 9.9.2, 9.10.1
On Site Observations by the Architect . . . . .	4.2.2, 4.2.5, 4.3.6, 9.4.2, 9.5.1, 9.10.1, 13.5
Orders, Written . . . . .	2.3, 3.9, 4.3.7, 7.8.2.2, 11.3.9, 12.1, 12.2, 13.5.2, 14.3.1
<b>OWNER . . . . .</b>	<b>2</b>
Owner, Definition of . . . . .	2.1
<b>Owner, Information and Services Required of the . . . . .</b>	<b>2.1.2, 2.2, 4.3.4, 6.9, 10.1.4, 11.2, 11.3, 13.5.1, 14.1.1.5, 14.1.3</b>
Owner's Authority . . . . .	3.8.1, 4.1.3, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 7.3.1, 8.2.2, 9.3.1, 9.3.2, 11.4.1, 12.2.4, 13.5.2, 14.2, 14.3.1
Owner's Financial Capability . . . . .	2.2.1, 14.1.1.5
<b>Owner's Liability Insurance . . . . .</b>	<b>11.2</b>
Owner's Loss of Use Insurance . . . . .	11.3.3
Owner's Relationship with Subcontractors . . . . .	1.1.2, 5.2.1, 5.4.1, 9.6.4
Owner's Right to Carry Out the Work . . . . .	2.4, 12.2.4, 14.2.2.2
<b>Owner's Right to Clean Up . . . . .</b>	<b>6.3</b>

<b>Owner's Right to Perform Construction and to Award Separate Contracts . . . . .</b>	<b>6.1</b>
<b>Owner's Right to Stop the Work . . . . .</b>	<b>2.3, 4.3.7</b>
Owner's Right to Suspend the Work . . . . .	14.3
Owner's Right to Terminate the Contract . . . . .	14.2
<b>Ownership and Use of Architect's Drawings, Specifications and Other Documents . . . . .</b>	<b>1.1.1, 1.3, 2.2.5, 5.3</b>
<b>Partial Occupancy or Use . . . . .</b>	<b>9.6.6, 8.9, 11.3.11</b>
<b>Patching, Cutting and . . . . .</b>	<b>3.14, 6.2.6</b>
<b>Patents, Royalties and . . . . .</b>	<b>3.17</b>
<b>Payment, Applications for . . . . .</b>	<b>4.2.5, 9.2, 9.3, 9.4, 9.5.1, 9.8.3, 9.10.1, 9.10.3, 9.10.4, 14.2.4</b>
<b>Payment, Certificates for . . . . .</b>	<b>4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.8.3, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4</b>
<b>Payment, Failure of . . . . .</b>	<b>4.5.7, 9.5.1.3, 9.7, 9.10.2, 14.1.1.3, 14.2.1.2</b>
Payment, Final . . . . .	4.2.1, 4.2.9, 4.3.2, 4.3.5, 9.10, 11.1.2, 11.1.3, 11.3.5, 12.3.1
<b>Payment Bond, Performance Bond and . . . . .</b>	<b>7.3.6.4, 9.10.3, 11.3.9, 11.4</b>
Payments, Progress . . . . .	4.3.4, 9.3.9.6, 9.8.3, 9.10.3, 13.6, 14.2.3
<b>PAYMENTS AND COMPLETION . . . . .</b>	<b>9, 14</b>
Payments to Subcontractors . . . . .	5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 11.3.8, 14.2.1.2
PCB . . . . .	10.1
Performance Bond and Payment Bond . . . . .	7.3.6.4, 9.10.3, 11.3.9, 11.4
<b>Permits, Fees and Notices . . . . .</b>	<b>2.2.3, 3.7, 3.13, 7.3.6.1, 10.2.2</b>
<b>PERSONS AND PROPERTY, PROTECTION OF . . . . .</b>	<b>10</b>
Polychlorinated Biphenyl . . . . .	10.1
Product Data, Definition of . . . . .	3.12.2
<b>Product Data and Samples, Shop Drawings . . . . .</b>	<b>3.11, 3.12, 4.2.7</b>
<b>Progress and Completion . . . . .</b>	<b>4.2.2, 4.3.4, 8.2</b>
<b>Progress Payments . . . . .</b>	<b>4.3.4, 9.3, 9.6, 9.8.3, 9.10.3, 13.6, 14.2.3</b>
<b>Project, Definition of the . . . . .</b>	<b>1.1.4</b>
<b>Project Manual, Definition of the . . . . .</b>	<b>1.1.7</b>
Project Manuals . . . . .	2.2.5
Project Representatives . . . . .	4.2.10
<b>Property Insurance . . . . .</b>	<b>10.2.5, 11.3</b>
<b>PROTECTION OF PERSONS AND PROPERTY . . . . .</b>	<b>10</b>
Regulations and Laws . . . . .	1.3, 3.6, 3.7, 3.13, 4.1.1, 4.5.5, 4.5.7, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14
Rejection of Work . . . . .	3.5.1, 4.2.6, 12.2
Releases of Waivers and Liens . . . . .	9.10.2
Representations . . . . .	1.2.2, 3.5.1, 3.12.7, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives . . . . .	2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.10, 5.1.1, 5.1.2, 13.2.1
<b>Resolution of Claims and Disputes . . . . .</b>	<b>4.4, 4.5</b>
Responsibility for Those Performing the Work . . . . .	3.3.2, 4.2.3, 6.1.3, 6.2, 10
Retainage . . . . .	9.3.1, 9.6.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
<b>Review of Contract Documents and Field Conditions by Contractor . . . . .</b>	<b>1.2.2, 3.2, 3.7.3, 3.12.7</b>
Review of Contractor's Submittals by Owner and Architect . . . . .	3.10.1, 3.10.2, 3.11, 3.12, 4.2.7, 4.2.9, 5.2.1, 5.2.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor . . . . .	3.12.5
<b>Rights and Remedies . . . . .</b>	<b>1.1.2, 2.3, 2.4, 3.5.1, 3.15.2, 4.2.6, 4.3.6, 4.5, 5.3, 6.1, 6.3, 7.3.1, 8.3.1, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14</b>
<b>Royalties and Patents . . . . .</b>	<b>3.17</b>

<b>Rules and Notices for Arbitration</b>	<b>4.5.2</b>
<b>Safety of Persons and Property</b>	<b>10.2</b>
<b>Safety Precautions and Programs</b>	4.2.3, 4.2.7, <b>10.1</b>
Samples, Definition of	3.12.3
<b>Samples, Shop Drawings, Product Data and Samples at the Site, Documents and Schedule of Values</b>	<b>3.11, 3.12, 4.2.7, 3.11, 9.2, 9.3.1</b>
Schedules, Construction	3.10
Separate Contracts and Contractors	1.1.4, 3.14.2, 4.2.4, 4.5.5, 6, 11.3.7, 12.1.2, 12.2.5
Shop Drawings, Definition of	3.12.1
<b>Shop Drawings, Product Data and Samples Site, Use of</b>	<b>3.11, 3.12, 4.2.7, 3.13, 6.1.1, 6.2.1</b>
Site Inspections	1.2.2, 3.3.4, 4.2.2, 4.2.9, 4.3.6, 9.8.2, 9.10.1, 13.5
Site Visits, Architect's	4.2.2, 4.2.5, 4.2.9, 4.3.6, 9.4.2, 9.5.1, 9.8.2, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing	4.2.6, 12.2.1, 13.5
<b>Specifications, Definition of the Specifications, The</b>	<b>1.1.1, 1.1.6, 1.1.7, 1.2.4, 1.3, 3.11</b>
Statutes of Limitations	4.5.4.2, 12.2.6, 13.7
Stopping the Work	2.3, 4.3.7, 9.7, 10.1.2, 10.3, 14.1
Stored Materials	6.2.1, 9.3.2, 10.2.1.2, 11.3.1.4, 12.2.4
Subcontractor, Definition of	5.1.1
<b>SUBCONTRACTORS</b>	<b>5</b>
Subcontractors, Work by	1.2.4, 3.3.2, 3.12.1, 4.2.3, 5.3, 5.4
<b>Subcontractual Relations</b>	<b>5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.6.4, 10.2.1, 11.3.7, 11.3.8, 14.1.1, 14.2.1.2, 14.3.2</b>
Submittals	1.3, 3.2.3, 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.6, 9.2, 9.3.1, 9.8.2, 9.9.1, 9.10.2, 9.10.3, 10.1.2, 11.1.3
<b>Subrogation, Waivers of</b>	<b>6.1.1, 11.3.5, 11.3.7</b>
<b>Substantial Completion</b>	<b>4.2.9, 4.3.5.2, 8.1.1, 8.1.3, 8.2.3, 9.8, 9.9.1, 12.2.1, 12.2.2, 13.7</b>
Substantial Completion, Definition of	9.8.1
Substitution of Subcontractors	5.2.3, 5.2.4
Substitution of the Architect	4.1.3
Substitutions of Materials	3.5.1
Sub-subcontractor, Definition of	5.1.2
Subsurface Conditions	4.3.6
<b>Successors and Assigns</b>	<b>13.2</b>
<b>Superintendent</b>	<b>3.9, 10.2.6</b>
<b>Supervision and Construction Procedures</b>	<b>1.2.4, 3.3, 3.4, 4.2.3, 4.3.4, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 10, 12, 14</b>
Surety	4.4.1, 4.4.4, 5.4.1.2, 9.10.2, 9.10.3, 13.2.2
Surety, Consent of	9.9.1, 9.10.2, 9.10.3
Surveys	2.2.2, 3.18.3

<b>Suspension by the Owner for Convenience</b>	<b>14.3</b>
Suspension of the Work	4.3.7, 5.4.2, 14.1.1.4, 14.3
Suspension or Termination of the Contract	4.3.7, 5.4.1.1, 14
<b>Taxes</b>	<b>3.6, 7.3.6.4</b>
<b>Termination by the Contractor</b>	<b>14.1</b>
<b>Termination by the Owner for Cause</b>	<b>5.4.1.1, 14.2</b>
Termination of the Architect	4.1.3
Termination of the Contractor	14.2.2
<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>	<b>14</b>
<b>Tests and Inspections</b>	<b>3.3.3, 4.2.6, 4.2.9, 9.4.2, 12.2.1, 13.5</b>
<b>TIME</b>	<b>8</b>
<b>Time, Delays and Extensions of</b>	<b>4.3.8, 7.2.1, 8.3</b>
Time Limits, Specific	2.1.2, 2.2.1, 2.4, 3.10, 3.11, 3.15.1, 4.2.1, 4.2.11, 4.3, 4.4, 4.5, 5.3, 5.4, 7.3.5, 7.3.9, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.6.1, 9.7, 9.8.2, 9.10.2, 11.1.3, 11.3.6, 11.3.10, 11.3.11, 12.2.2, 12.2.4, 12.2.6, 13.7, 11
<b>Time Limits on Claims</b>	<b>4.3.2, 4.3.3, 4.3.6, 4.3.9, 4.4, 4.5</b>
Title to Work	9.3.2, 9.3.3
<b>UNCOVERING AND CORRECTION OF WORK</b>	<b>12</b>
<b>Uncovering of Work</b>	<b>12.1</b>
Unforeseen Conditions	4.3.6, 8.3.1, 10.1
Unit Prices	7.1.4, 7.3.2
Use of Documents	1.1.1, 1.5, 2.2.5, 3.12.7, 5.3
<b>Use of Site</b>	<b>3.13, 6.1.1, 6.2.1</b>
<b>Values, Schedule of</b>	<b>9.2, 9.3.1</b>
<b>Waiver of Claims: Final Payment</b>	<b>4.3.5, 4.5.1, 9.10.3</b>
Waiver of Claims by the Architect	13.4.2
Waiver of Claims by the Contractor	9.10.4, 11.3.7, 13.4.2
Waiver of Claims by the Owner	4.3.5, 4.5.1, 9.9.3, 9.10.3, 11.3.3, 11.3.5, 11.3.7, 13.4.2
Waiver of Liens	9.10.2
Waivers of Subrogation	6.1.1, 11.3.5, 11.3.7
<b>Warranty and Warranties</b>	<b>3.5, 4.2.9, 4.3.5.3, 9.3.3, 9.8.2, 9.9.1, 12.2.2, 13.7.1.3</b>
Weather Delays	4.3.8.2
<b>When Arbitration May Be Demanded</b>	<b>4.5.4</b>
Work, Definition of	1.1.3
Written Consent	1.3.1, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.5.5, 9.3.2, 9.8.2, 9.9.1, 9.10.2, 9.10.3, 10.1.2, 10.1.3, 11.3.1, 11.3.1.1, 11.3.11, 13.2, 13.4.2
Written Interpretations	4.2.11, 4.2.12, 13.7
<b>Written Notice</b>	<b>2.3, 2.1.3.9, 3.12.8, 3.12.9, 4.3.1.1.4, 4.5, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.1.1, 9.5.1, 9.7, 9.10, 10.1.2, 10.2.6, 11.1.3, 11.3, 12.2.2, 12.2.4, 13.3, 13.5.2, 11</b>
Written Orders	2.3, 3.9, 13.7, 7, 8.2.2, 11.3.9, 12.1, 12.2, 13.5.2, 14.3.1



# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

##### 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

##### 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

##### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

##### 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equip-

ment, construction systems, standards and workmanship for the Work, and performance of related services.

##### 1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### 1.2 EXECUTION, CORRELATION AND INTENT

**1.2.1** The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

**1.2.2** 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.

**1.2.3** 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**1.2.4** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**1.2.5** Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### 1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

**1.3.1** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the

Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's copyright or other reserved rights.

#### 1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

#### 1.5 INTERPRETATION

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### ARTICLE 2

#### OWNER

##### 2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

##### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

2.2.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

2.2.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assess-

ments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

##### 2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 1.2.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

##### 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 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 alter such seven-day period, give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### ARTICLE 3

#### CONTRACTOR

##### 3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.



## **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2.2** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

**3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

## **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** 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 under the Contract, unless Contract Documents give other specific instructions concerning these matters.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.3.4** The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

## **3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

## **3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

## **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **3.8 ALLOWANCES**

**3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

- 1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- 2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;



- .3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

### 3.9 SUPERINTENDENT

**3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

**3.10.1** 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. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

**3.10.3** The Contractor shall conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

**3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for

which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

**3.12.5** The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

**3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

**3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

**3.12.10** Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

**3.12.11** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### 3.13 USE OF SITE

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### 3.14 CUTTING AND PATCHING

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

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the



Owner or a separate contractor except with written consent of the Owner and of such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

**3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES AND PATENTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

**3.18.1** 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, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by 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. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.18.3** The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Archi-

tect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

**4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**4.1.3** In case of termination of employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect.

**4.1.4** Disputes arising under Subparagraphs 4.1.2 and 4.1.3 shall be subject to arbitration.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

**4.2.2** 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 completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

**4.2.3** 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 as provided in Paragraph 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Con-



tractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work

**4.2.4 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner

**4.2.5** 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 and will issue Certificates for Payment in such amounts

**4.2.6** The Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 1.3.5.2 and 1.3.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work

**4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component

**4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4

**4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying

out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**4.2.11** The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them

**4.2.12** 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 so rendered in good faith

**4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents

### 4.3 CLAIMS AND DISPUTES

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim

**4.3.2 Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.1. A decision by the Architect, as provided in Subparagraph 4.1.1, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.3.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien

**4.3.3 Time Limits on Claims.** Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner



**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents, or
3. terms of special warranties required by the Contract Documents

**4.3.6 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.7 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

**4.3.8 Claims for Additional Time**

**4.3.8.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**4.3.8.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data

substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

**4.3.9 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

**4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1** The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**4.4.2** If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

**4.4.3** If a Claim has not been resolved, the party making the Claim shall, within ten days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

**4.4.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**4.5 ARBITRATION**

**4.5.1 Controversies and Claims Subject to Arbitration.** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, except controversies or Claims relating to aesthetic effect and except those waived as provided for in Subparagraph 4.3.5. Such controversies or Claims upon which the Architect has given notice and rendered a decision as provided in Subparagraph 4.4.4 shall be subject to arbitration upon written demand of either party. Arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.



**4.5.2 Rules and Notices for Arbitration.** Claims between the Owner and Contractor not resolved under Paragraph 4.4 shall, if subject to arbitration under Subparagraph 4.5.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

**4.5.3 Contract Performance During Arbitration.** During arbitration proceedings, the Owner and Contractor shall comply with Subparagraph 4.3.4.

**4.5.4 When Arbitration May Be Demanded.** Demand for arbitration of any Claim may not be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim, (2) the tenth day after the parties have presented evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date, or (3) any of the five events described in Subparagraph 4.3.2.

**4.5.4.1** When a written decision of the Architect states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**4.5.4.2** A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.1 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

**4.5.5 Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract Documents shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a dispute not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**4.5.6 Claims and Timely Assertion of Claims.** A party who files a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a Claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

**4.5.7 Judgment on Final Award.** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 DEFINITIONS

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.



### 5.3 SUBCONTRACTUAL RELATIONS

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

**5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

## ARTICLE 6

### CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

**6.1.1** 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 or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner Contractor Agreement.

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### 6.2 MUTUAL RESPONSIBILITY

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

**6.2.5** Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

**6.2.6** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

#### 6.3 OWNER'S RIGHT TO CLEAN UP

**6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

## ARTICLE 7

### CHANGES IN THE WORK

#### 7.1 CHANGES

**7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### 7.2 CHANGE ORDERS

**7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 a change in the Work,
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

#### 7.3 CONSTRUCTION CHANGE DIRECTIVES

**7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, 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.

**7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation,
- .2 unit prices stated in the Contract Documents or subsequently agreed upon,

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Subparagraph 7.3.6.

**7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance,
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed,
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others,
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work, and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**7.3.7** Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.



## 7.4 MINOR CHANGES IN THE WORK

**7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## ARTICLE 8

### TIME

#### 8.1 DEFINITIONS

**8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**8.1.2** The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

**8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

**8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### 8.2 PROGRESS AND COMPLETION

**8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### 8.3 DELAYS AND EXTENSIONS OF TIME

**8.3.1** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or 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, or by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3** This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9

### PAYMENTS AND COMPLETION

#### 9.1 CONTRACT SUM

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

#### 9.2 SCHEDULE OF VALUES

**9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

#### 9.3 APPLICATIONS FOR PAYMENT

**9.3.1** 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 operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

**9.3.1.1** Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

**9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**9.3.2** Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.3** 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 encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### 9.4 CERTIFICATES FOR PAYMENT

**9.4.1** 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 as provided in Subparagraph 9.5.1.

**9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

**9.5.1** The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

**9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## 9.6 PROGRESS PAYMENTS

**9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

**9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**9.6.4** Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3, and 9.6.4.

**9.6.6** 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 Contract Documents.

## 9.7 FAILURE OF PAYMENT

**9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

## 9.8 SUBSTANTIAL COMPLETION

**9.8.1** 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.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or design-



rated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make

such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contractor fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

**9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of 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. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

## ARTICLE 10

### PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**10.1.2** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

**10.1.3** The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

**10.1.4** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, 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 in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

#### 10.2 SAFETY OF PERSONS AND PROPERTY

**10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### 10.3 EMERGENCIES

**10.3.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## ARTICLE 11

### INSURANCE AND BONDS

#### 11.1 CONTRACTOR'S LIABILITY INSURANCE

**11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed,



- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

**11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

**11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity

other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.1.1** Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

**11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

**11.3.1.3** If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

**11.3.1.4** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

**11.3.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner, this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.



**11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

**11.3.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**11.3.8** A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of damaged property shall be covered by appropriate Change Order.

**11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power, if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.11** Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## **11.4 PERFORMANCE BOND AND PAYMENT BOND**

**11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

**12.1.2** If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

**12.2.2** If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date



for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**12.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**12.2.5** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

**12.3.1** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

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

#### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **13.3 WRITTEN NOTICE**

**13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

#### **13.4 RIGHTS AND REMEDIES**

**13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

#### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures.



The Owner shall bear such costs except as provided in Subparagraph 13.5.3

**13.5.3** If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses.

**13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect

**13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing

**13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work

### 13.6 INTEREST

**13.6.1** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located

### 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

**13.7.1** As between the Owner and Contractor:

- 1 Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- 2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment, and
- 3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last

## ARTICLE 14

### TERMINATION OR SUSPENSION OF THE CONTRACT

#### 14.1 TERMINATION BY THE CONTRACTOR

**14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons

- 1** issuance of an order of a court or other public authority having jurisdiction;
- 2** an act of government, such as a declaration of national emergency, making material unavailable;
- 3** because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- 4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- 5** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1

**14.1.2** If one of the above reasons exists, 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 and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages

**14.1.3** If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2

#### 14.2 TERMINATION BY THE OWNER FOR CAUSE

**14.2.1** The Owner may terminate the Contract if the Contractor:

- 1** persistently or 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** otherwise is guilty of substantial breach of a provision of the Contract Documents

**14.2.2** When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to jus-

Ify such action, 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, subject to any prior rights of the surety.

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the

Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine

**14.3.2** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

**14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

GENERAL CONDITIONS:

- A. The "General Conditions of the Contract for Construction". Document A-201, Fourteenth Edition, dated 1987, as issued by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006; form the General Conditions for this Contract whether bound herein or not.
- B. The provisions of the foregoing document shall apply to the work of this Contract, except as modified or supplemented hereinafter in the Supplemental Conditions. Where General Conditions Paragraphs or Subparagraphs are modified in part by the Supplemental Conditions, the portions of same which have not been modified shall remain in effect. In the event of discrepancy between the General and Supplemental Conditions, the Supplemental Conditions shall prevail.

ARTICLE 1 - CONTRACT DOCUMENTS:

- A. Paragraph 1.1: Add following Subparagraphs:

1. 1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents shall be construed according to the following priorities.

Highest Priority	Modifications
Second Priority	Agreement
Third Priority	Addenda-later date to take precedence
Fourth Priority	Division 1 - General Requirements
Fifth Priority	Supplementary General Conditions
Sixth Priority	General Conditions
Seventh Priority	Drawings and Specifications

2. 1.1.2 In the event of conflict as to the type or quality of materials to be supplied, the Specifications shall govern, unless otherwise directed by written addendum



MAINE MEDICAL CENTER

- B. Paragraph 1.1 Basic Definitions: Add the following to Subparagraph 1.1.2:

Except for the special agreements in Paragraph 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor.

ARTICLE 2 - OWNER:

- A. Delete subparagraph 2.25 and substitute the following:

2.2.5 The Contractor will be furnished free of charge six (6) sets of drawings and project manuals. Additional sets will be furnished at the cost of reproductions, postage and handling.

ARTICLE 3 - CONTRACTOR:

- A. Paragraph 3.2 Review of Contract Documents and Field Conditions by Contractor:

Add to the beginning of Subparagraph 3.2.1 before "The Contractor shall....." the following:

3.2.1 "Before starting the work, and at frequent intervals during the progress thereof,....".

Add the following Subparagraphs:

3.2.4 The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the work in greater detail, in order to permit the proper progress of the work.

3.2.5 Any necessary changes shall be ordered as provided in Article 7.

- B. Paragraph 3.4 Labor and Materials: Add the following:

3.4.3 Not later than 15 days from the Contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the major products to be used in the work and, where applicable, the name of the installing Subcontractor.

3.4.4 The Architect shall reply in writing within seven (7) days to the Contractor stating whether the Owner or the Architect, after due

investigation, has reasonable objection to any such proposal. If adequate data on any propose manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

3.4.4.1 After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents, Section 01631 Products & Substitutions.

3.4.4.2 By making requests for substitutions based on Clause 3.4.4.1 above, Contractor:

- a. represents that he has personally investigated the proposed substitute products and determined that it is equal or superior in all respects to that specified;
- b. represents that he will provide the same warranty for the substitution that he would for that specified;
- c. certified that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

C. Paragraph 3.9 Superintendent: Add the following:

3.9.1.1 The Contractor shall assign one Construction Superintendent to the project and maintain

MAINE MEDICAL CENTER

the same person as Superintendent throughout the duration of the Contract.

3.9.1.2 The Contractor shall provide and maintain a telephone beeper for use by the project superintendent. The beeper number shall be issued to MMC's project manager , as well as to MMC's Engineering Services secretarial staff. The superintendent shall wear the beeper at all times that he is, by contract, required to be present at the job site.

3.9.1.3 The Contractor shall not make any changes in project Superintendent personnel without prior written approval from the owner.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT:

- A. Paragraph 4.5 Arbitration: Delete in its entirety.
- B. Paragraph 4.1.1: The Architect shall, for the purposes of this agreement, be defined as the Director of Hospital Engineering, and shall be understood as such wherever the term "Architect is referred to throughout the Contract Documents.
- C. Paragraph 4.1.4: Delete in it's entirety.

ARTICLE 7 - CHANGES IN THE WORK:

- A. Delete the words "a reasonable allowance for overhead and profit" wherever they occur in Article 7 and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.1.5.
- B. Add the following subparagraph and clauses:
  - 7.1.5 The allowance for overhead and profit combined, included in the total cost tot he Owner, shall be based on the following schedule:
    - 7.1.5.1 For the Contractor, for any Work performed by the Contractor's own forces: 15 percent of the cost.
    - 7.1.5.2 For the Contractor, for work performed by his Subcontractor: 5.0 percent of the amount due the Subcontractor.



MAINE MEDICAL CENTER

- 7.1.5.3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Contractor's own forces: 10 percent of the cost.
- 7.1.5.4 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- 7.1.5.5 In order to facilitate checking for quotations of extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$600.00 be approved without such itemization.

ARTICLE 8 - TIME:

- A. Paragraph 8.1 Definitions: Add the following:

- 8.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the building.

ARTICLE 9 - PAYMENTS AND COMPLETION

- A. Paragraph 9.3 Applications for Payment:

- 9.3.1 Add the following clauses to this Subparagraph:
  - 9.3.1.1 Until the Work is 100 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments.
  - 9.3.1.2 The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect or the Owner, or if the Surety withholds its consent, or for other good and sufficient reasons.

MAINE MEDICAL CENTER

9.3.1.3 The Owner shall make Progress Payments and Final Payment within 30 days of application date.

B. Additional Paragraph: Insert additional Paragraphs in their proper locations as follows:

Paragraph 9.8 Substantial Completion: Add the following to the end of Subparagraph 9.8.1:

and only minor items, which can be corrected or completed without substantial interference with the Owner's use of the Work, remain to be corrected or completed.

C. 9.11 Storage of Materials Off Site:

9.11.1 The Contractor, his Subcontractor and Sub-subcontractors shall obtain prior written approval from the Owner for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. Any and all charges for storage, including insurance, shall be borne solely by the Contractor. Before approval, Owner will require proper proof of insurance naming the Owner as an additionally insured party, and letter in which is furnished.

1. The name of the Contractor and/or Subcontractor or Subordinate Subcontractor leasing the storage area.
2. The location of such leased space.
3. The leased area: the entire premises of certain areas of a warehouse giving the number of floors or portions thereof.
4. The date on which the material is first stored.
5. The value of the material stored.

9.11.2 The Contractor, his Subcontractors and Subordinate Subcontractors shall notify the Architect and the Owner to inspect, at least once each month, the materials being stored at any location.

MAINE MEDICAL CENTER

- 9.11.3 The Contractor, his Subcontractors and Subordinate Subcontractors shall mark each sealed carton with the name and address of the Project and Architect.
- 9.11.4 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.
- 9.11.5 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be backcharged to, and paid by, the Contractor.

ARTICLE 11 - INSURANCE AND BONDS:

A. Paragraph 11.1 Contractor's Liability Insurance:

- 11.1.1 In the first line following the work "maintain" insert the words "in a company or companies licensed to do business in the state in which the Project is located".

B. Add the following clauses to Subparagraph 11.1.2:

- 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law and all such policies shall include the Owner as an additional named insured.

1. Worker's Compensation:

(a) State: Statutory

(b) Applicable Federal Statutory

2. Employers Liability \$500,000

3. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and XCU Hazards Liability):

(a) Bodily Injury:



MAINE MEDICAL CENTER

\$5,000,000 Each Occurrence  
\$5,000,000 Annual Aggregate

(b) Property Damage:

\$2,000,000 Each Occurrence  
\$2,000,000 Annual Aggregate

4. Contractual Liability (including indemnification provisions):

(a) Bodily Injury:

\$5,000,000 Each Occurrence  
\$5,000,000 Annual Aggregate

(b) Property Damage:

\$2,000,000 Each Occurrence  
\$5,000,000 Annual Aggregate

5. Personal Injury, with Employment Exclusion deleted:

(a) \$5,000,000 Annual Aggregate

6. Comprehensive Automobile Liability for both owned vehicles and non-owned and hired vehicles:

(a) Bodily Injury:

\$5,000,000 Each Person  
\$5,000,000 Each Occurrence

(b) Property Damage:

\$2,000,000 Each Occurrence

7. Aircraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor.)

8. Watercraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor).

11.1.2.3 All subcontractors shall carry policies with \$1,000,000.00 insurance coverage for their

work on this project.

- C. Add the following clause to 11.1.4:

11.1.3.1 The Contractor shall furnish three (3) copies each of Certificates of Insurance herein required with one copy for Architect's use, which shall specifically set forth evidence of all coverage required herein. The form of the Certificate shall be A.I.A. G-705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

- D. Paragraph 11.3 Property Insurance.

The Contractor may purchase and maintain All Builders Risk Insurance as described in all subparagraphs under paragraph 11.3. The Owner does have Builders Risk coverage. The Owner does not want to pay for the Contractor to carry additional Builders Risk. The Contractor may desire to carry Builders Risk insurance for this project but the cost shall not be passed on to the Owner.

ARTICLE 13 - MISCELLANEOUS PROVISIONS:

- A. Add the following Paragraph 13.8 to Article 13:

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain polices of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor

MAINE MEDICAL CENTER

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. Add the following Paragraph 14.4 to Article 14:

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE:

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a. Cease operations as directed by the Owner in such notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

ARTICLE 15 - OTHER CONDITIONS OF THE CONTRACT:

15.1 The Contractor acknowledges that nothing in the performance of the Services of the



Architect in connection with this project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors or suppliers, or the surety of any of them, and that the obligations of the Architect run solely to the benefit of the Owner.

- 15.2 Typographical errors shall not be grounds for additional payments.
- 15.3 The Architect is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project.
- 15.4 The Contractor is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project.
- 15.5 In the event the Contractor encounters material reasonably believed to be asbestos or other hazardous materials which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor. The Owner shall be responsible for contracting the removal of asbestos or other hazardous materials.
- 15.6 The Contractor shall not be required to perform without consent any Work relating to asbestos or other hazardous materials.
- 15.7 Lead containing materials encountered during demolition shall be demolished and removed by the Contractor from the job site to an approved container supplied by the Owner in accordance with all applicable OSHA requirements. Disposal of lead containing

MAINE MEDICAL CENTER

materials shall be by the Owner.

15.7.1 The Contractor's base bid shall include demolition and removal of lead containing materials using typical OSHA safety precautions for all materials containing lead.

15.7.2 The Contractor shall submit unit pricing for removal of lead containing materials using OSHA safety precautions required for containing lead. This unit prices shall be based upon removal of contaminated materials per cubic yard to an approved container supplied by the Owner.

15.7.3 All non-hazardous materials shall be removed and disposed of by the Contractor.

15.7.4 The Owner shall perform air testing during demolition of materials containing lead and shall make these test reports available to the Contractor. The Owner shall at no time be responsible for determining the levels of protection required for any personnel on the project.

15.8 Access to Records

15.8.1 It is also agreed that the following Access to Records provision applies if Section 952 of the Omnibus Reconciliation Act of 1980 is found to apply to this contractual relationship. Until the expiration of four years after the furnishing of the services provided under this Contract, the Contractor will make available to the Secretary, U.S. Comptroller General, and their representatives, this Contract and all books, and documents and records necessary to certify the nature and extent of the costs for those services. If the Contractor carries out the duties of the Contract through a subcontract worth \$10,000.00 or more over twelve month period with a related organization, the subperiod will also contain the access clause to permit access by the Secretary, Comptroller General, and their representative to the related organization's books and records.

MAINE MEDICAL CENTER

END OF SUPPLEMENTAL GENERAL CONDITIONS





SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 PROJECT/WORK IDENTIFICATION:

- A. General: Project name is as shown on Contract Documents prepared. Contract Documents bear several dates.

- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

- 1. NOT APPLICABLE
- 2. Requirements for partial Owner occupancy of portions of the work prior to substantial completion of the Contract Work.

- C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the Contract Documents issues subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.

- 1. Perform work under a single lump sum contract, AIA Document A101 "Standard Form of Agreement Between Owner and Contractor" current edition.
- 2. General Conditions, AIA Document A201 "General Conditions" current edition.

- D. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the

MAINE MEDICAL CENTER

Contract can be summarized as follows:

1. NOT APPLICABLE
2. The work includes demolition of various existing walls, doors, door frames, floors, ceiling systems, shelves, wall and base cabinets, electrical fixtures, hand rails, toilet accessories, signage, sinks and other items as indicated on the drawings.
3. The work includes minor relocation of a sink, toilet, ceiling diffusers, exhaust grills, handrails, light fixtures, and other miscellaneous items as shown on the drawings.
4. The work includes construction of new partitions, doors, door frames, toilet accessories, plumbing, suspended ceiling systems, base cabinets, handrails, telephones, lighting, VCT flooring, carpeting, electrical receptacles, switches, and gypsum drywall and interior finishes (including woodwork and casework), and other construction as indicated on the drawings.
5. NOT APPLICABLE
6. Coordinate Owner supplied equipment with regard to the placement of adjacent electrical receptacles, phone jacks, light switches, intercoms, thermostats, wood blocking and other items shown on the drawings.
7. NOT APPLICABLE
8. NOT APPLICABLE
9. NOT APPLICABLE
10. NOT APPLICABLE

1.03 CONTRACTOR USE OF PREMISES:

A. General: During the entire construction period the Contractor shall have the use of the premises for construction operations, including full use of the area within limits established by Maine Medical Center as to physical limits and working hours.

1. Use of the Site: Confine operations at the floor and/or areas permitted under the Contract. Portions of the site beyond areas on which work is



MAINE MEDICAL CENTER

indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

- B. Contractor Use of the Existing Building: Maintain the existing building in a safe and weathertight 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. The Owner's representative shall be consulted in matters concerning transport of personnel, equipment, materials, and debris within the facility. This includes the use of elevators, stairwells, corridors, and loading dock facilities.
- C. The Owner provides no parking facilities for contractor's employees. Contractor business vehicles will be accommodated at the discretion of the Owner.

1.04 OWNER OCCUPANCY:

- A. Full Owner Occupancy: The Owner will occupy portions of the floors affected during the entire period of construction. Cooperate fully with the Owner or his representative during construction operations to minimize conflicts and to facilitate Owner Usage. Perform the work so as not to interfere with the Owner's operations. Maintain exit requirements.
- B. Partial Owner Occupancy: The Owner reserves the right to place and install equipment as necessary in completed areas and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the work or any part of the work. Maintain exit requirements.

1.05 ALTERATIONS AND COORDINATION:

- A. General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.
- B. Provisions of General and Supplementary General Conditions and Division 1 Sections apply to all work covered by this Contract. The Contractor shall be responsible for enforcing adherence to these provisions by his Sub-Contractors, and Suppliers.

MAINE MEDICAL CENTER

- C. Wherever existing conditions, or construction not required as part of this Contract are shown on the Drawings, they are so shown as a source of information to the Contractor. The Owner and Architect, while believing such information to be substantially correct, assumes no responsibility therefore. The Contractor shall have made himself familiar with all conditions affecting the nature and manner of performing the work and shall not be entitled to any extra compensation for any work or expense arising from or caused by his neglect to have verified all existing conditions and requirements.
1. The above notwithstanding, the Contractor shall be entitled to recover incurred costs for unforeseen concealed conditions.
- D. The Drawings are made to scale but all working dimensions shall be taken from the figured dimensions, or by actual measurements at the site, and in no case by scaling. The Contractor shall study and compare all drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviations from the Drawings and the dimensions given thereon shall be made only after all measurements of existing conditions, notwithstanding the figured dimensions on the Drawings. When figured dimensions are not in agreement with the Contractor's measurements, he shall immediately notify the Architect who shall promptly adjust the same. Any work performed after such discovery without the approval of the Architect shall be at the Contractor's risk and expense.
- E. Verify that characteristics and elements of interrelated operating equipment are compatible, and coordinate interdependent work specified in various sections for installing, connecting, and otherwise placing in such equipment in service.
- F. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. In finished areas, conceal pipes, ducts, and wiring in

MAINE MEDICAL CENTER

the construction unless they are clearly shown or noted as exposed.

1.06 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Contract Date, except when a specific date is specified herein or established by applicable codes.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of specific work.

1.07 MISCELLANEOUS PROVISIONS:

- A. Mechanical/Electrical Requirements of General Work:
  - 1. General: Except as otherwise indicated, comply with applicable requirements of Division 15 sections for mechanical provisions within units of general Work. Except as otherwise indicated, comply with applicable requirements of Division 16 sections for electrical provisions within units of general Work.
    - a. Service Connections: Refer to Division 15 and Division 16 sections for the characteristics of the mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper connection to and utilization of available services, as indicated. Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work.
  - B. Electrical Requirements: Except as otherwise indicated, comply with applicable provisions of The National Electrical Code (NEC) and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of general work. Provide Underwriters Laboratories listed and labeled products where applicable.

1.08 OWNER FURNISHED ITEMS:



MAINE MEDICAL CENTER

- A. The Owner will provide furniture and equipment. The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections as indicated in the Contract Documents.
1. The Owner will arrange and pay for delivery and receipt of Owner furnished items, in accordance with the Contractor's Construction Schedule, and will inspect deliveries for damage.
  2. If Owner-furnished items are damaged, defective or missing, the Owner will arrange for replacement. The Owner will also arrange for manufacturer's field services, and the delivery of manufacturer's warranties and bonds to the Contractor.
  3. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor's Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements, and to repair or replace items damaged as a result of his operations.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION

END OF SECTION 01010

SECTION 01040

PROJECT COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

- A. Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

1. Communications.
2. Coordination and meetings.
3. Administrative and supervisory personnel.
4. Surveys and records or reports.
5. Limitations for use of site.
6. Special reports.
7. General installation provisions.
8. Cleaning and protection.

1.03 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any communication to the Contractor shall be sufficiently given if delivered to the address stated in the Contract or to any other address the Contractor may from time to time designate in writing; or deposited in the U.S. Mail or other delivery service, in a sealed prepaid envelope addressed as noted above; or delivered with charges prepaid to any telegraph company for transmission addressed as noted above.
- C. Any communications to the Owner or Architect shall be sufficiently given as noted above for the Contractor.

D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of delivery; or, in the case of telegrams, at the time of actual receipt.

1.04 COORDINATION AND MEETINGS:

- A. General: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each entity performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. Coordination Drawings: Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface, and shall indicate sequence for installation. Comply with all requirements of the "Submittals" section.

1.05 ADMINISTRATIVE/SUPERVISORY PERSONNEL:

- A. General: In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.
- B. Project Coordinator: Provide a Project Coordinator experienced in administration and supervision of building construction, including mechanical and electrical work. This Project Coordinator is to act as general coordinator of interfaces between units of work. For the purpose of this provision, "interface" is defined to include scheduling and sequencing of work, sharing of access to work spaces, installations, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, and temporary facilities and services.
- C. Submittal of Staff Names, Duties: Within 15 days of Notice to Proceed, submit a listing of Contractor's principal staff assignments and consultants (if any), naming persons and listing their addresses and telephone numbers.



1.06 SURVEYS AND RECORDS/REPORTS:

- A. General: Working from lines and levels established by the existing physical facility, establish and maintain dependable markers. Establish markers to set lines and levels for work at each story of construction and elsewhere as needed to properly locate each element of the project. Calculate and measure required dimensions as shown within recognized tolerances. Drawings shall not be scaled to determine dimensions. Advise entities performing work, of marked lines and levels provided for their use.
- B. Survey Procedures: Before proceeding with the layout of actual work, verify the layout information shown on the drawings, in relation to the existing conditions. As work proceeds, check every major element for line, level and plumb. Maintain a log or record book of such checks; make this log or record book available for the Architect or Engineer's reference. Record deviations from required lines and levels, and advise the Architect or Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record drawings.

1.07 LIMITATIONS ON USE OF THE SITE:

- A. General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitably among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- B. Special Provisions: The Owner shall be consulted in advance in all premises matters regarding use of the site. All deliveries and transport at the premises are to be coordinated through the Project Manager. In the event of an apparent conflict of activities, the Owner's needs shall have priority.

1.08 SPECIAL REPORTS:

MAINE MEDICAL CENTER

- A. General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect/Engineer and other entities that are affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.
- C. Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
- D. Notify and get approval from Charge Nurses on adjacent floors prior to commencing any loud or noisy activity.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned per manufacturer's printed directions, unless specified to the contrary.
- B. In general, all equipment shall be installed in accordance with the manufacturer's directions. If such instructions conflict with Contract requirements, the Contractor shall obtain written instruction from the Architect before proceeding with the installation.
- C. Equipment and component parts thereof shall bear manufacturer's nameplate, giving manufacturer's name, size, type, model number or serial, electrical characteristics to facilitate maintenance and replacements.
- D. Any changes in quantity, size or arrangement of structural supports, wiring, or related items, required by use of equipment by redesign of a product by its manufacturer becomes the complete responsibility of the Contractor furnishing the equipment who shall see that

such equipment is properly installed at no additional expense to the Owner.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS:

- A. General: Develop and maintain procedures to ensure that entities performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality-levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.
- B. Installer's Inspection of Conditions: Require the Installer of each major unit of work to inspect the substrate to receive work and conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- C. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.
- D. Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- E. Provide attachment and connection devices and methods for securing work. Secure work true to line and level, and within recognized industry tolerances. Allow for expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best fit and visual effect. Refer questionable visual-effect choices to the Architect/Engineer for final decision.
- F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.



MAINE MEDICAL CENTER

- G. Install each unit-of-work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.
- H. Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Architect/Engineer for final decision.
- J. Workmanship Standards: These minimum provisions, standards, and tolerance shall apply to all work under this Contract. Where stricter standards and tolerances are specified, they shall take precedence over these standards and tolerances.
  - 1. Make exterior skin of building tight to the weather to the extent provided in the design.
  - 2. Provide adequate blocking, bracing, nailers and fastenings. Install items securely. Installed items shall be able to withstand 150% of maximum anticipated load, as estimated by the Architect.
  - 3. Build and install items level, plumb, square, and in correct position. No item shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the item or the project as judged by the Architect.
  - 4. Make joints tight to the extent provided in the design or per industry standards. If such is impossible, and if directed by the Architect, apply moldings, sealant, or other closure.
  - 5. Provide galvanic insulation between dissimilar metals.
  - 6. All fasteners used by all trades on the exterior or where exposed to dampness shall be corrosion resistant. Exposed fasteners used for finished metals shall match adjacent metals in finish. Exposed fasteners used for other materials shall have hardware finish specified in FINISH HARDWARE

section. Nails used for exterior siding and trim, whether set and puttied or not, shall be stainless steel. Concealed and painted fasteners for wood and ferrous metal shall be galvanized or zinc plated.

7. Apply protective finish to items before concealment. Paint aluminum, built into masonry or buried, with one coat bituminous paint. Paint other concealed materials with same finish specified for exposed surfaces. Concealed corrosion-protected materials need not be painted unless so specified.

### 3.02 CLEANING AND PROTECTION:

- A. General: During handling and installation of work at the project site, clean and protect work in progress and adjoining work on the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at time of substantial completion.
  1. Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- B. Limiting Exposures of Work: To the extent possible through reasonable control and protection methods, supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

END OF SECTION 01040

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to Other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 15 and Division 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 SUBMITTALS:

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates when cutting and patching is to be performed.



MAINE MEDICAL CENTER

5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

1.04 QUALITY ASSURANCE:

- A. Requirements for Structural Work: Do not cut and patch structural capacity or load-deflection ratio.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Structural concrete.
    - b. Structural steel.
    - c. Lintels.
    - d. Structural decking.
    - e. Miscellaneous structural metals.
    - f. Exterior curtain wall construction.
    - g. Equipment supports.
    - h. Piping, ductwork, vessels and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Shoring, bracing, and sheeting.
    - b. Primary operational systems and equipment.
    - c. Air or smoke barriers.
    - d. Water, moisture, or vapor barriers.
    - e. Membranes and flashings.
    - f. Fire protection systems.
    - g. Noise and vibration control elements and systems.
    - h. Control systems.
    - i. Communication systems.
    - j. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

MAINE MEDICAL CENTER

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 INSPECTION:

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
  - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION:

- A. Temporary Support: Provide temporary support to Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE:

- A. General: Employe skilled workmen to perform cutting and patching. Proceed with cutting and patching at the

MAINE MEDICAL CENTER

earliest feasible time and complete without delay.

- B. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original conditions.
- C. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  - 4. Comply with requirements of applicable Sections of Division 2 where cutting and patching requires excavating and backfilling.
- D. Patching: Patch with durable seams that are invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. 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.
  - 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
  - 4. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken



MAINE MEDICAL CENTER

surface containing the patch, after the patched area has received primer and second coat.

5. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.04 CLEANING:

A. Thoroughly clean areas and space where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

End of Section

DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

- A. General: This section specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the work. These requirements include the obtaining of permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.

- 1. "Regulation" is defined to include laws, statues, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

- B. Governing Regulations: Refer to General and Supplementary Conditions for requirements related to compliance with governing regulations.

1.03 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language consists of definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.

MAINE MEDICAL CENTER

- B. General Requirements: The provisions or requirements of Division 1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.
- C. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specification, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Architect," "requested by Architect," and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The term "project site" is defined as the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying,



MAINE MEDICAL CENTER

working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. it is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
- K. Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

1.04 FORMAT AND SPECIFICATION CONTENT EXPLANATION:

- A. Specification Production: None of the following explanations shall be interpreted so as to modify the substance of the contract requirements. Portions of these specifications have been produced by the Architect's standard method of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a natural result of this production technique, and no other meaning shall be implied or permitted.
- B. Format Explanation: The format of principal portions of these specifications is as described in the following paragraphs. Although some portions of these specifications may not be in complete compliance with this format, no particular significance shall be attached to such compliance or non-compliance.
  - 1. Sections and Divisions: For convenience, the basic unit of text is a "section." Each section is identified by a descriptive title (name) and a number. Individual sections are grouped together with other sections of similar or related work in groupings known as "divisions." Divisions are recognized as the present industry consensus on uniform specification organization and sequence. The section title is not intended to limit the meaning or content of a section, nor to be an

MAINE MEDICAL CENTER

integral part of the text.

- a. Each section of specifications has been subdivided into 3 "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 -Execution); some sections may not require the use of all three parts. These parts do not limit the meaning of and are not an integral part of text which specifies requirements.
- C. Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):
1. Indented (from left margin) paragraphs and lines of text are subordinate to preceding text which is not indented, or which indented by a lesser amount.
  2. Imperative language is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
  3. Section numbering is used to facilitate cross-reference in the contract documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contract documents.
  4. Page Numbering: Pages are numbered independently for each section. The section number is shown together with the page number at the bottom of each page to facilitate the location of text in the Project Manual.
  5. Project Identification: Project name/number and date of contract documents (either complete or abbreviated) are recorded at top of each page of specifications to minimize possible misuse of specifications, or confusion with other project specifications.
- D. Specification Content: Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:

1. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive," "open generic-descriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
  2. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting (which is generally recognized to also be most costly) minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the contract documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
    - a. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.
- E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- F. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of



## MAINE MEDICAL CENTER

building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.
2. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

### 1.05 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., seventh edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty

to the Architect for clarification before proceeding.

1.06 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of the contract documents by reference) as if copies directly into the contract documents, or as if published copies were bound herewith. Refer to other contract documents for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standards the Contractor must keep at the project site, available for reference.
1. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
  2. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in the contract documents as having direct applicability to the work, and will be so enforced for the performance of the work. The decision as to whether an industry code or standard is applicable to the work, or as to which of several standards are applicable, is the sole responsibility of the Architect.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- C. Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.
- D. Abbreviations and Names: Where acronyms or abbreviations are used in the specifications or other contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority

MAINE MEDICAL CENTER

or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Company.

1.07 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on performance of the work.

1.08 SUBMITTALS:

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01090



PROJECT MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference.
  - 2. Coordination Meetings.
  - 3. Progress Meetings.
- B. Construction schedules are specified in another Division 1 Section.

1.03 PRE-CONSTRUCTION CONFERENCE:

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than five (5) days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work. Major subcontractors' representatives.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical Work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.

MAINE MEDICAL CENTER

5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data and Samples.
8. Procedures for communications chain of command.
9. Preparation of record documents.
10. Use of the premises & access to site.
11. Office, Work and storage areas.
12. Equipment deliveries and priorities, including Owner-supplied items.
13. Safety procedures.
14. First aid.
15. Security & fire alarm notes.
16. Housekeeping & infection control.
17. Working hours.
18. Control of noise and dust during construction.

1.04 PROGRESS MEETINGS:

- A. General: Hold general progress meetings each week with time coordinated with preparation of payment requests. Require each entity then involved in coordination of performance of work to be properly represented at each meeting.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

1. Contractor's Construction Schedule: Review
- PROJECT MEETINGS 01200 - 2

MAINE MEDICAL CENTER

progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time & Budget.

2. Review the present and future needs of each entity present, including such items as:

- a. Interface requirements.
- b. Schedules.
- c. Sequences.
- d. Deliveries.
- e. Off-site fabrication problems.
- f. Access.
- g. Site utilization.
- h. Temporary facilities and services.
- i. Hours of Work.
- j. Hazards and risks.
- k. Housekeeping & infection control.
- l. Quality and Work standards.
- m. Change Orders.
- n. Documentation of information for payment requests.

D. Reporting: No later than four (4) days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report. No later than three (3) days prior to scheduled progress meetings distribute meeting agenda to all parties expected to attend. Format for record keeping and agendas shall be acceptable to the Architect.

1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

End of Section



SECTION 01310

SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 COORDINATION:

- A. Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or at shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Architect and Owner. In particular provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

1.03 TIME FOR COMPLETION:

- A. Commence the Work at the time stipulated in the Notice to Proceed and complete the Work (substantial completion) on a date mutually agreed to by the Owner and the Contractor.

1.04 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Submit a bar-chart type progress schedule not more than 30 days after the date established for commencement of the work. On the schedule, indicate a time bar for each major category or unit of work to be performed at the site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.
- B. Distribution: Following the initial submittal to and response by the Architect, print and distribute progress schedules to the Architect, Owner, separate contractors, the principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Post copies in the project meeting room and temporary field office. When revisions are made, distribute updated issues to the same

MAINE MEDICAL CENTER

entities and post updated issues in the same locations. Delete entities from distribution when they have completed their assigned work and are no longer involved in the performance of scheduled work.

1.05 SCHEDULE OF VALUES:

- a. General: Prepare the schedule of values, as required by the General Conditions, in conjunction with the preparation of the progress schedule. Coordinate preparation of schedule of values and progress schedule. Correlate line items with other administrative schedules and the forms required for the work, including the progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and the schedule of submittals. Provide breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to the nearest whole dollar, but with the total equal to the Contract Sum.
- b. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
  1. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.06 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.
- B. Waivers of Lien: For each payment application, submit waivers of lien from every entity (including Contractor) who could lawfully and possibly file a lien in excess of \$500 arising out of the Contract, and related to work covered by the payment. Submit partial waivers for the amount requested, prior to deduction or retainage, on each item. When the application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers. The following is a list of

MAINE MEDICAL CENTER

entities that the owner will require lien waivers from as a minimum:

1. General Contractor
  2. Sub-Contractors
  3. Sub-Sub-Contractors
  4. Major Suppliers, including but not limited to: Steel Manufacturers, Concrete Suppliers, Millwork Companies, Door and Hardware Suppliers, Flooring Suppliers, HVAC Suppliers, Electrical Switchgear and Panel Suppliers.
- C. Waiver Delays: Each progress payment must be submitted with Contractor's waiver for the period of construction covered by the application. Each progress payment must be submitted with waivers from the subcontractors or sub-subcontractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the work covered by the payment request.
- D. Waiver Forms: Submit Lien Waivers on the form shown at the end of this section, labeled as "Contractor, Sub-Contractor and Major Supplier Affidavit and Lien Waiver".
- E. Lien Waiver Summary Form: Submit a Lien Waiver Summary Sheet with each payment requisition, displaying the Schedule of Values (or construction activity), the contractor, sub-contractor, and suppliers, and the lien waiver amount for the current requisition. The Lien Waiver Summary should also include the cumulative lien waiver totals for each schedule of value item. A sample of the Lien Waiver Summary form is shown at the end of this section, labeled "Lien Waiver Summary Form".
- F. Payment Application Forms: AIA Document G702 and Continuation Sheets; available from "Publications, a Division of The AIA Service Corporation," 1735 New York Ave., NW, Washington, DC 20006 (also available at the New Hampshire Chapter AIA, P.O. Box 1382, Concord, NH 03301 (603/228-0050)).
- G. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete and inaccurate applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- H. Initial Payment Application: The principal



MAINE MEDICAL CENTER

administrative actions and submittals which must precede or coincide with submittal of contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

1. Listing of subcontractors and principal suppliers and fabricators.
  2. Schedule of values.
  3. Progress schedule (preliminary if not final).
  4. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
  5. Performance and/or payment bonds (if required).
  6. Evidence satisfactory to Owner that Contractor's insurance coverages have been secured.
  7. Data needed to acquire Owner's insurance coverages (if requested).
- I. Application at Time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:
1. Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.
  2. Warranties (guarantees), maintenance agreements and similar provisions of contract documents.
  3. Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar change-over information germane to Owner's occupancy, use, operation and maintenance of completed work.
  4. Final cleaning of the work.
  5. Application for reduction (if any) of retainage, and consent of surety.
  6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended

MAINE MEDICAL CENTER

coverages as required.

7. Listing of Contractor's incomplete work, recognized as exceptions to Architect's certificate of substantial completion.
- J. Final Payment Application: the administrative actions and submittals which must precede or coincide with submittal of contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:
1. Completion of project closeout requirements.
  2. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
  3. Transmittal of required project construction records to Owner.
  4. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
  5. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
  6. Change over of door locks and other Contractor's access provisions to Owner's property.
  7. Consent of surety for final payment.
- K. Application Transmittal: Submit 3 executed originals of each payment application, one copy of which is completed with waivers of lien and similar attachments. Transmit each original with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect.
- L. Mechanics Liens: If a subcontractor refuses to furnish a release of waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against such a lien. If such a lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien including all costs and reasonable attorney fees.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**CONTRACTOR, SUB-CONTRACTOR AND MAJOR SUPPLIER  
AFFIDAVIT AND LIEN WAIVER  
TO ACCOMPANY EACH PAYMENT REQUISITION**

To: \_\_\_\_\_ ( "Owner" ) and \_\_\_\_\_ ( "Lender" )

State of Maine, County of \_\_\_\_\_

I \_\_\_\_\_, being duly sworn, deposes and says that he makes this affidavit for and on behalf of \_\_\_\_\_ who is the Contractor Sub-Contractor, Major Supplier, (circle one), under a contract with the Owner, Contractor, Sub-Contractor, (circle one), for the construction or reconstruction of buildings and other improvements upon real estate of the Owner located on \_\_\_\_\_, Maine (the "Project"), that all Contractor's subcontractors and materialmen have been paid in full, less proper contract retainages, if any, for labor, services, and material furnished through the cut-off date of the prior requisition.

Further more, the Contractor, Sub-Contractor, Major Supplier (circle one) upon receipt of \$ \_\_\_\_\_ does hereby waive and release any and all liens and claims and rights to lien on the Project which it may have for labor, services and materials furnished to the Project\* through \_\_\_\_\_ (the cut-off date for the requisition) and states that all of its labor has been paid through that date.

\*Except to the extent of retainage due \$ \_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public



Contractor \_\_\_\_\_  
 Project Number \_\_\_\_\_  
 Date \_\_\_\_\_

MMC Project Name  
 LIEN WAIVER SUMMARY FORM

Requisition Number \_\_\_\_\_  
 Page \_\_\_\_ of \_\_\_\_

Schedule of Values	General Contractor	Sub-Contractor #1	Sub-Contractor #2	Sub-Contractor #3	Major Supplier #1	Major Supplier #2	Major Supplier #3	Totals - This Req.	Totals - To Date
Value #1									
Value #2									
Value #3									
Value #4									
Value #5									
Value #6									
Value #7									
Value #8									
Value #9									
Value #10									
Value #11									
Value #12									
Value #13									
Value #14									
Value #15									
Value #16									
Value #17									
Value #18									
Value #19									
Value #20									
Value #21									
Value #22									
Value #23									
Value #24									
Value #25									
Value #26									
Value #27									
Value #28									
Value #29									
Value #30									
Value #31									
Value #32									
Value #33									
Value #34									
Value #35									
Value #36									
Value #37									
Value #38									
Value #39									
Value #40									
Value #41									
Value #42									
Value #43									
Value #44									
Value #45									
Value #46									

END OF SECTION 01310

SECTION 01340

SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.

- 1. Refer to other Division 1 sections and other contract documents for specifications on administrative, non-work-related submittals.

- B. Shop drawings are technical drawings and data that have been specially prepared for this project.

- C. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project.

- D. Samples are physical examples of work.

- 1. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.

- F. Miscellaneous submittals do not fit in the three previous categories.

1.03 SUBMITTAL PROCEDURES:

- A. General: Refer to the General Conditions for basic SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 01340 - 1

procedures for submittal handling.

B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect/Engineer's need to review a related submittal. The Architect/Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

C. Coordination of Submittal Times: Prepare and transmit each submittal to the Architect/Engineer sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect/Engineer's need to review submittals concurrently for coordination.

1. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Architect/Engineer on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

a. Allow two weeks for the Architect/Engineer's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect/Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

b. Allow two weeks for reprocessing each submittal.



- c. Within 45 days of the award of the Contract, submit physical samples and color charts of all finish materials as necessary for selection and for the preparation of complete color schedules by the Architect for review by the Owner. Provide samples and color charts in sufficient quantity to permit the preparation of three (3) graphic color schedules. No color selections will be made until all samples/charts are submitted.
    - d. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect/Engineer sufficiently in advance of the work.
  - D. Submittal Preparation: Mark each submittal for identification. Provide the following information for proper processing and recording of action taken.
    - 1. Identification markings:
      - a. Submittal number (sequential)
      - b. Project Name
      - c. Specification Section
      - d. Date
    - 2. Provide a space on the label for the Contractor's review and approval markings, and a space for the Architect/Engineer's "Action" marking.
    - 3. Submittals will be returned to the Contractor without checking if, in the opinion of the Architect, they have been submitted in violation of specified procedures, inadequately checked by the Contractor, or are inadequate and in substantial error.
  - E. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect/Engineer, and to other destination as indicated, by use of a

transmittal form. Submittals received from sources other than the Contractor will be returned to the sender "without action."

1. Transmittal Form: AIA Document G810 or equal.
2. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

1.04 SPECIFIC SUBMITTAL REQUIREMENTS:

A. General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.

1. Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

B. Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Highlight, encircle or otherwise indicate deviations from the contract documents on the shop drawings.

1. Do not permit shop drawing copies without an appropriate final "Action" marking by the Architect/Engineer to be used in connection with the work.

2. Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8-1/2" x 11" ; except for actual pattern or

template type drawings, the maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space beside the title block for marking the record of the review process and the Architect/Engineer's "Action" marking.

3. Submittals:

- a. Submit one (1) correctable translucent reproducible print and three (3) blue or black line prints; reproducible will be returned.
- b. The Contractor will make prints of the corrected reproducible as necessary for distribution and record.
- c. If resubmission is required, correct the original drawings and prepare new reproducibles and submit as above.

C. Product Data: General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

**\* Note:** Shop drawings requiring field condition notations/dimensions will be returned if this data or other proof of general contractor review is not evident on the submission.

1. Preparation: Collect required product data into a single submittal for each unit of work or system. Mark each copy to show which choices and options are applicable to the project. Where product data has been printed to include information on several



similar products, some of which are not required for use on the project, or are not included in this submittal, mark the copies to show clearly that such information is not applicable.

2. Submittals: Product data submittal is required for information and record and to determine that the products, materials and systems comply with the provisions of the contract documents. Therefore, the initial submittal is also the final submittal, except where the Architect/Engineer observes that there is non-compliance with the provisions of the contract documents and returns the submittal to the Contractor marked with the appropriate "Action".

- a. Initial Submittal: Except as otherwise indicated in individual sections of these specifications, submit six (6) copies of each required product data submittal. The Architect/Engineer will retain three (3) copies and will return the others marked with "Action" and corrections or modifications as required.

- b. Do not submit product data or allow its use on the project, until compliance with the requirements of the contract documents has been confirmed by the Contractor.

- D. Samples: Submit samples for the Architect/Engineer's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.

1. Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such compliance is not considered in the Architect/Engineer's review and "Action" indication on sample submittals.

2. Preparation: Where possible provide samples that are physically identical with the proposed

material or product to be incorporated in the work; provide full scale, fully fabricated samples cured and finished in the manner specified. Where variations in color, pattern, or texture are inherent in the material or product represented by the sample, submit multiple units of the sample (not less than 3 units), which show the approximate limits of variations. Where samples are specified for the Architect/Engineer's selection of color, texture or pattern, submit a full set of available choices for the material or product. Mount, display or package samples in the manner specified to facilitate the review of indicated qualities. Prepare samples to match the Architect/Engineer's sample where so indicated.

- a. Refer to individual sections of these specifications for samples which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect/Engineer, indicate such special requests regarding the disposition of sample submittals.
3. Submittal: At the Contractor's option, and depending upon the nature of the anticipated response from the Architect/Engineer, the initial submittal of samples may be either a preliminary submittal or a final submittal.
- a. Preliminary submittal, of a single set of samples, is required where requirements indicate the Architect/Engineer's selection of color, pattern, texture or similar characteristics from a manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with the Architect/Engineer's "Action" marking.
  - b. Final Submittals: Submit 2 sets of samples in the final submittal, one set will be returned.
  - c. Distribution of Samples: Maintain the final
- SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 01340 - 7

submittal sets of samples, as returned by the Architect/Engineer, at the project site, available for quality control comparisons throughout the course of performing the work. In addition, final submittal sets may be used to obtain final acceptance of the work associated with each set. Prepare and distribute additional sets of samples to subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for proper performance of the work. Show final distribution on transmittal forms.

4. Mock-Ups and similar samples specified in individual work sections are special types of samples. Comply with sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

E. Miscellaneous Submittals:

1. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. Warranties: Refer to section "Products and Substitutions" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.
3. Standards: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Architect/Engineer's use. Where workmanship, whether at the project site or elsewhere is governed by a standard, furnish additional copies of the standard to fabricators,



installers and others involved in the performance of the work.

4. Close-out Submittals: Refer to section "Project Close out" and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

- a. Record Documents: Furnish set of original documents as maintained on the project site. Along with original marked-up record drawings provide 2 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

- b. Operating and Maintenance Data: Furnish 2 bound copies of operating data and maintenance manuals.

- c. Materials and Tools: Refer to individual sections of these specifications for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

5. General Distribution: Provide additional distribution of submittals to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies of submittals in the transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

1.05 ARCHITECT/ENGINEER'S ACTION:

- A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action."

- B. Checking is only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains to the fabrication processes

or to techniques of construction and for coordination of the work of all trades.

1. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

- a. Marking: "Reviewed"

2. Final-But-Restricted Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Architect's/Engineer's notations or corrections on the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

- a. Marking: "Make corrections noted".

3. Returned for Resubmittal: When the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect's/Engineer's notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or elsewhere where work is in progress.

- a. Marking: "Revise and Resubmit".

- b. Marking: "Rejected".

\* If the Owner or Owner's field representative, chooses to waiver any of the foregoing, notification of each occurrence shall be made in writing to the Architect by the Owner, his field representative or the general contractor.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01340



SECTION 01400

QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.

- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect or Engineer.

- 1. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.

- 2. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.

3. Requirements for the Contractor to provide quality control services as required by the Architect/Engineer, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.03 RESPONSIBILITIES:

- A. Owner Responsibilities: Except where they are specifically indicated as being the Contractor's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services specified to be performed by independent agencies and not directly by the Contractor, are the Owner's responsibility. Costs for these services are not included in the Contract Sum. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
- B. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- C. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
  - 1. Providing access to the work.
  - 2. Taking samples or assistance with taking samples.
  - 3. Security and protection of samples and test equipment at the project site.
- D. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate

required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the

necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

E. The General Contractor's site conditions will be monitored and assessed by MMC as to their safety conditions using the following criteria:

PLANT, TECHNOLOGY, & SAFETY MANAGEMENT (PTSM)  
INTERIM LIFE SAFETY MEASURE (ILSM)  
ASSESSMENT/MONITORING  
JCAHO/PTSM 1993

- R = Repeat Problem
- F = Followup Required
  
- D = Dangerous
- I = Improvable
- G = Good Condition
  
- Y = Activity Requires Monitoring
- NA= Not Applicable

- a1 Exits Clear and Unobstructed (Daily Documentation)
- a2 Alternate Training Conducted
- b1 Emergency Department Access Free
- b2 Fire Department Access Free
- c1 Fire Alarm, Detection and Suppression in Service
- c2 Temporary Systems Inspected/Tested Monthly
- d1 Temporary Construction Partitions Noncombustible
- d2 Temporary Construction Partitions Smoke Tight
- d3 Construction Areas Secured with Keys Available
- e1 Additional Firefighting Equipment Available
- e2 Training Conducted for Additional Equipment
- f1 Smoking Policy (Prohibition and Enforcement)
- g1 Flammable/Combustible Storage Meets Standards
- g2 Housekeeping/Debris Removal Appropriate
- h1 Two Fire Drills per Shift per Quarter
- i1 Hazard Surveillance (Frequency) Conducted
- j1 Special Training for Compromised Fire Features
- k1 Organization wide Education for Life Safety

Criteria: Dangerous Conditions Require Correction Within Same Day



Improvable Conditions Require Correction Within Two Days

(Any Dangerous and/or Two or More Improvable Conditions Will Generate A Followup Inspection The Next Day)

1.04 QUALITY ASSURANCE:

- A. Qualification for Service Agencies: Except as otherwise indicated, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.05 SUBMITTALS:

- A. General: Refer to Division 1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
  - 1. Name of testing agency or test laboratory.
  - 2. Dates and locations of samples and tests or inspections.
  - 3. Names of individuals making the inspection or test.
  - 4. Designation of the work and test method.
  - 5. Complete inspection or test data.
  - 6. Test results.
  - 7. Interpretations of test results.
  - 8. Notation of significant ambient conditions at the time of sample-taking and testing.
  - 9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.

10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.01 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work including deficiencies in the visual qualities of exposed finishes. Comply with the contract document requirements for "Cutting and Patching." Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

- A. This section specified administrative and procedural requirements for temporary services and facilities, including such items as temporary utility services, temporary construction and support facilities, and project security and protection.
- B. Use Charges: No cost or usage charges for temporary services or facilities are chargeable to the Owner or Architect/Engineer. Cost or use charges for temporary services or facilities will not be accepted as a basis of claims for a change-order extra.
- C. Temporary utility services required for use at the project site include but are not limited to the following:
  - 1. Temporary electric power and light.
  - 2. Telephone service.
- D. Temporary construction and support facilities required for the project include but are not limited to the following:
  - 1. NOT APPLICABLE
  - 2. NOT APPLICABLE
  - 3. NOT APPLICABLE
  - 4. First aid station.
  - 5. NOT APPLICABLE
  - 6. Waste disposal services.
  - 7. Construction aids and miscellaneous general services and facilities.
    - a. Alternate temporary services and facilities, equivalent to those specified, may be used, subject to acceptance by the Architect/Engineer.



MAINE MEDICAL CENTER

E. Security and protection facilities and services required for the project include but are not limited to the following:

1. Temporary fire protection.
2. Barricades, warning signs, lights.
3. Environmental protection.
  - a. Alternate security and protection methods or facilities, equivalent to those specified, may be used, subject to acceptance by the Architect.

1.03 QUALITY ASSURANCE:

A. Regulations: Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation and maintenance of temporary services and facilities, including but not limited to the following.

1. Building Codes, including local requirements for permits, testing and inspection.
2. Health and safety regulations.
3. Utility company regulations and recommendations.
4. Police and Fire Department rules and recommendations.
5. Environmental protection regulations governing use of water and energy, and the control of dust, noise and other nuisances.

B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI- A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

C. Inspections: Inspect and test each service before placing temporary utilities in use. Arrange for required inspections and tests by governing authorities, and obtain required certifications and permits for use.

1.04 SUBMITTALS:

A. Reports and Permits: During progress of the work, submit copies of reports and permits required by governing authorities, or necessary for installation and efficient operation of temporary services and facilities.

1.05 JOB CONDITIONS:

MAINE MEDICAL CENTER

- A. General: Provide each temporary service and facility ready for use at each location when the service or facility is first needed to avoid delay in performance of the work. maintain, expand as required and modify temporary services and facilities as needed throughout the progress of the Work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.
- B. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload temporary services or facilities, and do not permit them to interfere with the progress of the work. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.
  - 1. Temporary Utilities: Do not permit the freezing of pipes, flooding or the contamination of water sources.
  - 2. Temporary Construction and Support Facilities: Maintain temporary facilities in such a manner as to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary support facilities in a sanitary manner so as to avoid health problems and other deleterious effects.
  - 3. Security and Protection: Maintain site security and protection facilities in a safe, lawful and publicly acceptable manner. Take necessary measures to prevent erosion of the site.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

- A. General: Provide new materials and equipment for temporary services and facilities; used materials and equipment that are undamaged and in serviceable condition may be used, if acceptable to the Architect. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
- B. Temporary Utilities: Where the local utility company provides only a portion of the temporary utility, provide the remainder with matching, compatible materials and equipment. Comply with the utility company's recommendations.

MAINE MEDICAL CENTER

1. Electrical Service: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service, including those requirements included in Division 16 sections.
- C. Temporary Construction and Support Facilities: Provide facilities that can be maintained properly throughout their use at the project site.
1. Heating Units: NOT APPLICABLE
  2. Temporary Offices and Similar Construction: For temporary offices, fabrication shops, storage sheds and similar construction, provide either standard prefabricated or mobile units or the equivalent job-built construction. Provide insulated, weathertight units, heated as required, lockable entrances, operable windows, roofing, foundations adequate for normal loading, including wind loads, serviceable finishes, and mechanical and electrical equipment necessary to achieve ambient conditions indicated.
  3. Self-Contained Toilet Units: NOT APPLICABLE
  4. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
  5. Drinking Water: NOT APPLICABLE
  6. Sign Materials: NOT APPLICABLE.
- D. Security and Protection Facilities:
1. Fire Extinguishers: Provide type "ABC" dry chemical extinguishers, as required throughout the project.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the



MAINE MEDICAL CENTER

entire project adequately and result in minimum interference with the performance of the Work.

1. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

3.02 TEMPORARY UTILITY INSTALLATION:

A. General: Engage the local utility company to install temporary service to the project, or to make connections to existing service. Arrange with the companies and existing users for an acceptable time when service can be interrupted, where necessary, to make connections for temporary services.

1. Permanent utilities may be used during construction after all installation has been tested and approved. Maintain all systems and make routine repairs.

- a. Relamp all incandescent fixtures and others as directed at completion of project.

- b. Filters on air handling system must be in place before use. Replace filters as directed at completion of project.

2. All new connections to existing utilities are subject to approval and supervision by MMC.

B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction purposes during the construction period and until permanent service is in use.

C. Temporary Electric Power Service:

1. General: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Whenever an overhead floor or roof deck has been installed, install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

2. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear.

- a. Connect temporary service to the local

MAINE MEDICAL CENTER

electric power company main in the manner directed by company officials. Pay use charges, whether metered or otherwise, for electricity used by all entities authorized to be at or to perform the work at the project site.

3. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least exposed to damage from construction operations.
    - a. For power hand tools and task lighting, provide temporary 4-gang outlets at each floor level, spaced so that a 100 foot extension cord can reach each area of work.
  4. Temporary Lighting: Provide lighting for construction operations.
- D. Temporary Telephones: Arrange for the local telephone company to install temporary service to the project. Provide service of the type and capacity indicated in other Division 1 sections.
- E. Drainage: NOT APPLICABLE

3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION:

- A. General: Provide a reasonably neat and uniform appearance in temporary construction and support facilities acceptable to the Architect and the Owner.
1. Locate field offices, storage and fabrication sheds and other support facilities for easy access to the Work or where directed by the Owner's representative.
  2. Maintain field offices, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities.
- B. Temporary Heat: NOT APPLICABLE
- C. Field Offices: Provide temporary, heated field offices of sufficient size to accommodate required office personnel at the project site, furnished and equipped as required.
1. Standard office trailers may be used in compliance with above.

MAINE MEDICAL CENTER

- D. Storage and Fabrication Facilities: Install storage and fabrication facilities, properly sized, furnished and equipped, as required to accommodate the work. Provide heat and/or ventilation for products requiring controlled conditions.
  - 1. Standard storage trailers may be used in compliance with above.
  - 2. Place units on MMC property after approval from the Owner's representative.
- E. Sanitary Facilities: NOT APPLICABLE
- F. Dewatering Facilities and Drains: NOT APPLICABLE
- G. Temporary Enclosures: NOT APPLICABLE
- H. Hoists: NOT APPLICABLE
- I. Project Identification and Temporary Signs: NOT APPLICABLE
- J. Collection and Disposal of Wastes:
  - 1. General: Establish a system for collection and disposal of waste materials from construction areas and elsewhere on the site. Enforce requirements strictly. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other inert waste by containerizing appropriately. Dispose of waste material in a lawful manner.
    - a. Burying or burning of waste materials on the site will not be permitted.
    - b. Washing waste materials down sewers or into waterways will not be permitted.
- K. Construction Aids and Miscellaneous Services and Facilities:
  - 1. General: Design, construct, and maintain construction aids and miscellaneous general services and facilities as needed to accommodate performance of the work. Construction aids and miscellaneous general services and facilities include, but are not limited to the following:
    - a. Guardrails and barriers.



MAINE MEDICAL CENTER

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION:

- A. General: Provide a reasonably neat and uniform appearance in security and protection facilities acceptable to the Architect and the Owner.
- B. Barricades, Warning Signs and Lights: Comply with recognized standards and code requirements for the erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed, including flashing lights where appropriate.
- C. Security Enclosure and Lockup:
  - 1. General: Install substantial and durable general temporary enclosure of partially completed areas of construction. Provide locking entrances adequate to prevent unauthorized entrance, vandalism, theft and similar deleterious effects and violations of project security.
  - 2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or are attractive for possible theft, provide a secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

3.05 OPERATION, TERMINATION AND REMOVAL:

- A. Maintenance: Operate and maintain temporary services and facilities in good operating condition throughout the time of use and until removal is authorized. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain the operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results in the Work and to avoid the possibility of damage to the Work or to temporary facilities.
- B. Termination and Removal: Unless requested that it be maintained for a longer period of time, remove each temporary service and facility promptly when the need

MAINE MEDICAL CENTER

for it or a substantial portion of it has ended, or when it has been replaced by the authorized use of a permanent facility, or no later than substantial completion. Complete, or, if necessary, restore permanent work which may have been delayed because of interference with the temporary service or facility. Repair damaged work, clean exposed surfaces and replace work which cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary services and facilities are and remain the property of the Contractor. The Owner reserves the right to take possession of the project identification signs.
2. At substantial completion, clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.

END OF SECTION 01500

SECTION 01631

PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the contract documents, including such terms as, "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

- 1. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material," "equipment," "system," and other terms of similar intent.

- 2. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.

- 3. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.

- B. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the contract documents are considered requests for "substitutions," and are subject to the requirements specified herein. The following are not considered as substitutions:



MAINE MEDICAL CENTER

1. Revisions to the contract documents, where requested by the Owner or Architect are considered as "changes" not substitutions.
  2. Substitutions requested during the bidding period, which have been accepted prior to the Contract Date, are included in the contract documents and are not subject to the requirements for substitutions as herein specified.
  3. Specified Contractor options on products and construction methods included in the contract documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
  4. Except as otherwise provided in the contract documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.
- C. Standards: Refer to Division 1 section "Definitions and Standards" for the applicability of industry standards to the products specified for the project, and for the acronyms used in the text of the specification sections.

1.03 QUALITY ASSURANCE:

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract documents, but must be provided by the Contractor.

1.04 SUBMITTALS:

MAINE MEDICAL CENTER

A. Requests for Substitutions: Submit 3 copies of each request for substitution. In each request identify the product or fabrication or installation method to be replaced by the substitution; include related specification section and drawing numbers, and complete documentation showing compliance with the requirements for substitutions. Include the following information, as appropriate, with each request.

1. Provide complete product data, drawings and descriptions of products, and fabrication and installation procedures.
2. Provide samples where applicable or requested.
3. Provide complete coordination information. Include all changes required in other elements of the work to accommodate the substitution, including work performed by the Owner and separate Contractors.
4. Provide a statement indicating the effect the substitution will have on the work schedule in comparison to the schedule without approval of the proposed substitution. Include information regarding the effect of the proposed substitution on the Contract Time.
5. Provide complete cost information, including a proposal of the net change, if any in the Contract Sum.
6. Provide certification by the Contractor to the effect that, in the Contractor's opinion, after thorough evaluation, the proposed substitution will result in work that in every significant respect is equal-to or better than the work required by the Contract documents, and that it will perform adequately in the application indicated.
  - a. Include in this certification, the Contractor's waiver of rights to additional payment or time, which may subsequently be necessary because of the failure of the substitution to perform adequately.

B. Architect's Action: The Architect will endeavor to notify the Contractor of either the acceptance or rejection of the proposed substitution within 2 weeks of receipt of the request.

MAINE MEDICAL CENTER

1. Acceptance will be in writing.
2. Rejection will be in writing and will include a statement giving reasons for the rejection.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING:

A. General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

1.06 WARRANTIES (GUARANTEES):

A. Categories of Specific Warranties: Warranties of the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications.

1. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
2. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published warranty without regard for specific incorporation of product into the work, or has written and executed warranty as a direct result of contract document requirements.

3. Coincidental Product Warranty: A warranty which



is not specifically required by contract documents (other than as specified in this Section 1) but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE:

A. General: Requirements for individual products are indicated in the contract documents; compliance with these requirements is in itself a contract requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:

1. Proprietary.
2. Descriptive.
3. Performance.
4. Compliance with Reference Standards.
  - a. Compliance with codes, compliance with graphic details, allowances, and similar provisions of the contract documents also have a bearing on the selection process.

B. Procedures for Selecting Products: The Contractor's options in selecting products are limited by requirements of the contract documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures include but are not limited to the following for the various indicated methods of specifying:

1. Proprietary and Semiproprietary Specification Requirements:
  - a. Single Product Name: Where only a single product or manufacturer is named, provide the product indicated, unless the specification indicates possible consideration of other products.
  - b. Two or more Product Names: Where two or more products or manufacturers are named, provide

one of the products named, at the Contractor's option. Do not provide or offer to provide an unnamed product, unless the specification indicates possible consideration of other products.

1. Where products or manufacturers are specified by name, accompanied by the term "or-equal" or similar language, comply with the contract document provisions concerning "substitutions" to obtain approval from the Architect for the use of an unnamed product.
2. Non-Proprietary Specification Requirements: Where the specifications name products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to the use of these products only, the Contractor may, at his option, use any available product that complies with contract requirements.
3. Descriptive Specification Requirements: Where the specifications describe a product or assembly generically, in detail, listing the exact characteristics required, but without use of a brand or trade name, provide products or assemblies that provide the characteristics indicated and otherwise comply with contract requirements.
4. Performance Specification Requirements: Where the specifications require compliance with indicated performance requirements, provide products that comply with the specific performance requirements indicated, and that are recommended by the manufacturer for the application indicated. The manufacturer's recommendations may be contained in published product literature, or by the manufacturer's individual certification of performance. General overall performance of a product is implied where the product is specified for specific performances.
5. Compliance with Standards, Codes and Regulations: Where the specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting a product that complies with specification requirements, including the standards, codes and regulations.
6. Visual Matching: Where matching an established

sample is required, the final judgement of whether a product proposed by the Contractor matches the sample satisfactorily will be determined by the Architect. Where there is no product available within the specified product category that matches the sample satisfactorily and also complies with other specified requirements, comply with the provisions of the contract documents concerning "substitutions" and "change orders" for the selection of a matching product in another product category, or for non-compliance with specified requirements.

7. Visual Selection: Except as otherwise indicated, where specified product requirements include the phrase "...as textures..." or similar phrases, the Contractor has the option of selecting the product and manufacturer, provided the selection complies with other specified requirements. The Architect is subsequently responsible for selecting the color, pattern and texture from the product line selected by the Contractor, except where a wider range is specified.
8. Allowances: Refer to individual sections of the specifications and "Allowance" provisions in Division 1 sections for an indication of product selections that are controlled by established allowances, and for the procedures required for processing such selections.

## 2.02 SUBSTITUTIONS:

- A. Conditions: The Contractor's request for a substitution will be received and considered when extensive revisions to the contract documents are not required, when the proposed changes are in keeping with the general intent of the contract documents, when the requests are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Architect; otherwise the requests will be returned without action except to record non-compliance with these requirements.
  1. The Architect will consider a request for substitution where the request is directly related to an "or equal" clause or similar language in the contract documents.
  2. The Architect will consider a request for



- substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.
3. The Architect will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  4. The Architect will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Architect for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
  5. The Architect will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.
    - a. The Architect reserves the right to disapprove any substitution without qualification if, in his opinion, the substitution offered does not equal the product specified.
    - b. Acceptance of a substitution by the Architect shall not relieve the Contractor from responsibility if the substituted product does not perform as per the original specification.
    - c. Any change in cost of other items, resulting directly or indirectly from a proposed substitution, shall be made at no cost to the Owner. All drawing changes shall be paid by the Contractor.

- E. Work-Related Submittals: The Contractor's submittal of and the Architect's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS:

- A. Provide products that comply with the requirements of the contract documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
  - 1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 2. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.
- B. Nameplates: Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
  - 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate

shall contain essential operating data.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS:

A. General: Except as otherwise indicated in individual sections of these specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION 01631



SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.

- 1. Specific requirements for individual units of work are included in the appropriate technical sections which follow (see Table of Contents).
- 2. Time of closeout is directly related to "Substantial Completion"; therefore, the time of closeout may be either a single time period for the entire Work or a series of time periods for individual elements of the Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to the other provisions of this section.

1.03 PREREQUISITES TO SUBSTANTIAL COMPLETION:

- A. General: Complete the following before requesting the Architect's inspection for certification of substantial completion, either for the entire Work or for portions of the Work. List known exceptions in the request.

- 1. In the progress payment request that coincides with, or is the first request following, the date substantial completion is claimed, show either 100% completion for the portion of the Work claimed as "substantially complete," or list incomplete items, the value of incomplete work,

and reasons for the Work being incomplete.

a. Include supporting documentation for Completion as indicated in these contract documents.

2. Submit a statement showing an accounting of changes to the Contract Sum.
3. Advise Owner of pending insurance change-over requirements.
4. Submit specific warranties, workmanship/ maintenance bonds, maintenance agreements, final certifications and similar documents.
5. Obtain and submit releases enabling the Owner's full, unrestricted use of the Work and access to services and utilities. Where required, include occupancy permits, operating certificates and similar releases.
6. Deliver tools, spare parts, extra stock of material and similar physical items to the Owner.
7. Make the final change-over of locks and transmit the keys to the Owner. Advise the Owner's personnel of the change-over in security provisions.
8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel, submit maintenance manuals. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
9. Complete final cleaning up requirements, including touch-up painting of marred surfaces.

B. Inspection Procedures: Upon receipt of the Contractor's request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled prerequisites.

1. Following the initial inspection, the Architect will either prepare the certificate of substantial completion, or will advise the Contractor of Work which must be performed before the certificate will be issued. The Architect will repeat the

inspection when requested and when assured that the Work has been substantially completed.

2. Results of the completed inspection will form the initial "punch-list" for final acceptance.

1.04 PREREQUISITES TO FINAL ACCEPTANCE:

A. General: Complete the following before requesting the Architect's final inspection for certification of final acceptance, and final payment as required by the General Conditions. List known exceptions, if any, in the request.

1. Submit the final payment request including all changes to the Contract Sum, with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit a certified copy of the Architect's final punch- list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect.
- \*3. Submit final meter readings' for utilities, a measured record of stored fuel, and similar data either as of the date of substantial completion, or else when the Owner took possession of and responsibility for corresponding elements of the Work.
4. Submit consent of surety.
5. Submit record drawings.

\* If applicable

1.05 RECORD DOCUMENT SUBMITTALS:

A. General: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the various "submittals" sections.

1. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire- resistive location; provide access



to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a record set of blue or black line white-prints of contract drawings and shop drawings in a clean, undamaged condition. Mark-up the set of record documents to show the actual installation where the installed work varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.

B. Record Specifications: Maintain one complete copy of the Project Manual, including specifications and addenda, and one copy of other written construction documents such as change orders and similar modifications issued in printed form during construction. Mark these documents to show substantial variations in the actual work performed in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.

C. Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in the actual Work performed in comparison with the submitted information. Include both variations in the products as delivered to the site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications.

D. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in

connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.

- E. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind data into individual binders properly identified and indexed. Bind each set of data in a heavy-duty 3-ring vinyl-covered binder, with picket folders for folded sheet information. Mark the appropriate identification on both front and spine of each binder.
  - 1. Refer to other sections for specific information required in maintenance manuals.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES:

- A. General Operating and Maintenance Instructions: Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the Owners personnel to provide necessary basic instruction in the proper operation and maintenance of the entire Work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives. Include a detailed review of the following items:
  - 1. Maintenance manuals.
  - 2. Record documents.
  - 3. Spare parts and materials.
  - 4. Tools.
  - 5. Lubricants.
  - 6. Fuels.
  - 7. Identification systems.
  - 8. Control sequences.
  - 9. Hazards.
  - 10. Cleaning.
  - 11. Warranties and bonds.
  - 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:

MAINE MEDICAL CENTER

1. Start-up.
2. Shut-down.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.
8. Preventive maintenance procedures.

3.02 FINAL CLEANING:

- A. General: Special cleaning requirements for specific units of Work are included in the appropriate sections of Division 2 through 16. General cleaning during the regular progress of the Work is required by the General Conditions and is included under section "Temporary Facilities."
- B. Cleaning: Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.
  1. Remove labels which are not required as permanent labels.
  2. Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances which are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  3. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  4. Clean inside cabinets and other concealed spaces.
  5. Wipe surfaces of mechanical and electrical equipment Clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a



sanitary condition. Clean light fixtures and lamps.

- C. Removal of Protection: Except as otherwise indicated or requested, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.
- D. Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- E. If the Contractor fails to clean up at completion of the Work, Owner may do so and the cost thereof shall be borne by the Contractor.

END OF SECTION 01700

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
2. General closeout requirements are included in Section "Project Closeout".
3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual Sections of Divisions 2 through 16.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 WARRANTY REQUIREMENTS:

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

MAINE MEDICAL CENTER

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entitles required to countersign such commitments are willing to do so.

1.04 SUBMITTALS:

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.



MAINE MEDICAL CENTER

- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
1. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 1/2" x 11 " paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the 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 the installer.
  2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
- C. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

End of Section

SECTION 01800

INTERIM LIFE SAFETY MEASURES (ILSM)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.
- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
  - 1. Existing conditions and restrictions on the use of the floor.
  - 2. Requirements for partial Owner occupancy of portions of the work prior to substantial completion of the Contract Work.

1.02 SUMMARY OF LIFE SAFETY MEASURES

- A. The work of this section can be summarized as follows:
  - 1. The purpose of this Section is to develop and implement actions required to be taken to compensate for hazards posed by Life Safety Code (LSC) deficiencies whenever they occur during construction, alteration, and/or demolition activities.
  - 2. Exits shall be maintained to provide free and unobstructed egress at all times. If alternative exits must be designated, all construction personnel in adjoining areas shall receive training for egress. Such training shall be provided and documented by the Contractor, and conducted in the presence of the MMC Project Manager. MMC staff shall receive training for egress from MMC staff.
  - 3. Means of egress in construction areas shall be inspected daily by the Contractor and a daily log of these inspections shall be kept by the Contractor.

MAINE MEDICAL CENTER

4. Emergency departments (fire, rescue, security, etc.) shall be provided with free and unobstructed access for emergency services.
5. All fire alarm, detection, and suppression systems shall not be impaired without prior approval by the MMC Project Manager. Temporary systems shall be provided by the Contractor if a fire system is impaired for more than twentyfour (24) hours. Any temporary systems shall be inspected and tested monthly by the Contractor; all inspections and tests shall be fully documented. Temporary systems shall be approved by the MMC Project Manager.
6. All temporary construction partitions that compromise a fire or smoke barrier shall be maintained smoke-tight and constructed of non-combustible or limited-combustible materials that will not contribute to the development or spread of a fire. All seams and joints shall be taped.
7. The Contractor shall provide additional fire-fighting equipment and use training for construction personnel.
8. Smoking shall be prohibited within the facility and on construction sites except in designated external smoking areas.
9. The Contractor shall develop and enforce house-keeping, storage, and debris-removal policies that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.
10. The Contractor shall train construction personnel in alternative fire safety procedures when structural or compartmentation features of fire safety are compromised. The Owner shall train hospital staff in these same procedures. The Owner shall also instruct the Contractor as to MMC normal fire response procedures. All training shall be documented.
11. The Owner shall conduct organization-wide safetyeducation programs to ensure awareness of any Life Safety Code deficiencies, construction hazards, and Interim Life Safety Measures. These programs shall be documented.
12. The Owner shall conduct and keep documentation of  
INTERIM LIFE SAFETY MEASURES 01800 - 2



at least two fire drills per shift, per quarter in areas where existing deficiencies and/or construction activities reduce the level of fire safety required by the Life Safety Code. the Owner shall give the electrical shop supervisor a copy of the construction schedule so that the supervisor may implement these fire drills.

13. Construction areas shall be maintained in a secure condition at all times. Doors to temporary partitions shall remain locked at all times.
14. The Owner shall increase hazard surveillance of construction areas as necessary and shall document such surveillance on field report forms.

B. Documentation of all inspection, testing, training, monitoring, surveillance, and evaluation of Interim Life Safety Measures shall be provided by the Contractor and/or the Owner according to their separate responsibilities as defined in this Section.

#### 1.03 MISCELLANEOUS PROVISIONS

##### A. Temporary Fire Protection

1. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the type needed to protect against reasonable, predictable, and controllable fire losses. Comply with NFPA 10 "Standard For Portable Fire Extinguishers", and NFPA 241 "Standard For Safeguarding Construction Alterations and Demolition Operations".
2. Provide hand-carried portable, UL-rated, Class "A" fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class "ABC" dry chemical extinguishers of NFPA recommended classes for exposures.
3. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stair.
4. Store combustible materials in metal containers in fire-safe locations.
5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairs, and other access

MAINE MEDICAL CENTER

routes for fighting fires.

6. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition. Comply with MMC open flame procedure.
  7. Collect waste from construction areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris, enforcing requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of all waste materials in a lawful manner.
- B. Observation: Regular observation of the construction site will be done by the MMC Project Manager. Documentation of deficiencies in life safety and the use of hazardous materials will be completed and sent to the Contractor and the MMC Safety Committee.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Reserved).

END OF SECTION 01010

## SECTION 01850

## DUST CONTROL MEASURES

## PART 1 - GENERAL

## 1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.
- B. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
  - 1. Existing conditions and restrictions on the use of the floor.
  - 2. Requirements for partial Owner occupancy of portions of the work prior to substantial completion of the Contract Work.

## 1.02 SUMMARY OF DUST CONTROL MEASURES

- A. The work of this section can be summarized as follows:
  - 1. The purpose of this Section is to develop and implement actions required to be taken to compensate for hazards posed by aspergillus (fungi in dust which may be dislodged during construction).
  - 2. All temporary construction partitions shall be extended from the floor through the suspended ceiling, to the underside of the floor deck above. In areas where the presence of asbestos above the ceiling system prohibits the temporary partitions to be extended to the deck, the temporary partition shall be constructed to the ceiling system, and shall be taped against the ceiling system for a complete seal.
  - 3. The construction area shall be vacuumed prior to beginning construction, using a vacuum cleaner equipped with a HEPA filtering system.



4. All penetrations into the construction area shall be sealed, windows closed, and all supply, exhaust / return air ducts capped when possible. Coordinate this work with the MMC Project Manager.
5. Temporary partitions to isolate the construction site shall have gasketed doors with self-closing latching hardware and dampened walk-off mats both inside and outside the construction area.
6. Negative pressure shall be maintained within the construction site at all times by the use of negative air fans fitted with high-efficiency particulate air (HEPA) filters. Route ductwork from the negative-air fans to the exterior of the building, filtering the air in the duct prior to being discharged, by means of a standard furnace air filter.
7. Audible and/or visual alarms shall be installed so that any loss of negative pressure in the construction site can be known immediately to those outside the site. Submit suggested alarm type to the MMC Project Manager for approval prior to installation.
8. Provide and install a magnehelic diaphragm-activated negative pressure gauge equal to Dwyer model 2000-0, with a water range of 0-.5", in each negative pressure construction area. Install the negative pressure gauge adjacent to the access door. Route a piece of plastic tubing from the gauge to a space not under construction, and not more than 20' away.
9. Debris removal from the construction site shall be completed by a predetermined route at times when patients are in their rooms with their doors closed. Debris shall be transported in clean containers with tight fitting-covers.
10. Any dust tracked out of the construction site shall be removed immediately. Cleaning in patient-occupied areas shall be with HEPA-filtered vacuum cleaners.
11. All air-handling ducts shall be shut down or covered whenever possible during demolition activities. This covering or shut-down of air-handling ducts must and shall be approved by the MMC Project Manager prior to modifying existing conditions.

12. The negative air pressure system shall be activated prior to the commencement of work each day, and remain operating until one-half hour after the stop of work for each day.
13. All temporary partitions shall remain in place until all cleaning within the work areas has been completed.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Reserved).

END OF SECTION 01850

SECTION 02070

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of in this section.

1.02 DESCRIPTION OF WORK

- A. Remove building equipment and fixtures.
- B. Remove designated partitions and components.
- C. Cap and identify exposed utilities.

1.03 SUBMITTALS

- A. Permits and notices authorizing demolition if required by local authorities having jurisdiction.
- B. Certificates and severance of utility services.
- C. Permit for transport and disposal of debris.
- D. Demolition procedures and operational sequence for review by the Owner and Architect.

1.04 PROTECTION

- A. Prevent movement or settlement of adjacent elements of construction. Provide and place bracing or shoring and be responsible for safety and support of structure. Be liable for any such movement or settlement and any damage or injury caused.
- B. Cease operations and notify the Architect immediately, if safety of structure appears to be endangered. Take all precautions to properly support structure. Do not resume operations until permission is granted by the Architect and authorities having jurisdiction.



MAINE MEDICAL CENTER

- C. Provide, erect, and maintain barricades, lighting, and guard rails as required by applicable regulatory advisory to provide full protection for occupants of building and workers.
- D. Construction and Demolition Safety: All demolition must be performed safely and, as a minimum, shall comply with the requirements of the current editions of Standard for Safeguarding Building Construction and Demolition Operations of the Department of Labor (DOL/OSHA - 29 CFR 1910), and Construction Industry Standards (DOL/OSHA - 29 CFR 1926).
  - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.
  - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
  - 1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed space, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.

1.05 EXISTING SERVICES

- A. Arrange and pay for disconnecting, removing and capping utility services within areas of demolition. Disconnect and stub off where indicated on the Drawings

or as directed in the field. Notify the affected utility company in advance and obtain approval before commencing with this work.

1. Cap or stub off utilities behind finish surfaces, in concealed spaces or as acceptable to the Architect.
  2. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- B. Place markers to indicate location of disconnected services. Identify service lines and capping locations on as-built drawings.

#### 1.06 JOB CONDITIONS:

- A. Occupancy: Owner's tenants will continue to occupy portions of the building immediately adjacent to the area of selective demolition work in manner that will minimize need for disruption of Tenant's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect tenant's normal operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
- C. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
  1. Storage or sale of removed items on site will not be permitted.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Except where noted otherwise, maintain possession of all materials being demolished. Immediately remove from site.

MAINE MEDICAL CENTER

- B. Relics and antiques (i.e. cornerstones and their contents, commemorative plaques, and tablets) and similar objects found or indicated remain the property of the Owner.
- C. Carefully remove, store and protect for re-installation materials and/or equipment as indicated on the Drawings, and as shown but not limited to the items listed below:
  - 1. Doors.
  - 2. Signs.
  - 3. Mirrors.
  - 4. Tackboards.
  - 5. Chalkboards.
  - 6. Handrails.
  - 7. Fire Extinguishers.
  - 8. Toilet
  - 9. Sink
  - 10. Toilet Accessories
- D. Carefully remove materials and equipment, as indicated on the Drawings, to be retained by the Owner. Deliver and store where directed by the Architect or Owner's representative.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Maintain exit requirements.
- B. Erect and maintain dustproof partitions as required to prevent spread of dust, fumes and smoke to other parts of the building. On completion, remove partitions and make good damaged surfaces to match adjacent surfaces.
  - 1. Utilize materials and products that will control scattering of dust.
- C. Properly locate guard rails in stairwells and around open shafts to protect workers. Post warning signs which are clearly visible.
- D. Maintain fire protection services during selective operations.

3.02 DEMOLITION



- A. Demolish to extent indicated on Drawings and as required to accommodate new work, including that required for connection to the existing buildings. Take particular care in area of new work ensuring protection of existing foundations and supporting structure. Demolish in an orderly and careful manner.
- B. Perform demolition in accordance with applicable authorities having jurisdiction.
- C. Repair all demolition performed in excess of that indicated or required, to the approval of the Architect and at no cost to the Owner.
- D. Burning of materials on site is not permitted.
- E. Hazardous waste or other dangerous materials encountered are to be removed from the site and disposed of by safe means so as not to endanger the health of workers and the public at the direction of the owner under contract with others.
- F. Remove all demolished materials, tools and equipment from site upon completion of work. Leave site in a condition acceptable to the Architect.
  - 1. The Owner has right of first refusal for all salvageable items removed from the project, including but not limited to light fixtures, plumbing fixtures, doors, windows, equipment, artifacts, copper and other metals and the like.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
  - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- H. If unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect, rearrange selective

MAINE MEDICAL CENTER

demolition schedule as necessary to continue overall job progress without undue delay.

3.03 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Remove from building site debris, rubbish and other materials resulting from demolition operations. Transport and legally dispose off site.
  - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

3.04 CLEANUP AND REPAIR:

- A. General: Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
  - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02070

SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this Section.

1.02 DESCRIPTION OF WORK:

- A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Type of work in this section include rough carpentry for:
  - 1. Wood grounds, nailers, blocking and sleepers.
  - 2. Wood furring.
  - 3. Sheathing.
- B. Finish carpentry is specified in another Division 6 Section.

1.03 REFERENCES:

- A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.
- B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

1.04 SUBMITTALS: Not Applicable

1.05 PRODUCT HANDLING:

- A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks, and so as to prevent warping.



MAINE MEDICAL CENTER

1.06 JOB CONDITIONS:

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Lumber, General:

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
  - a. Provide dressed lumber, S4S, unless otherwise indicated.
  - b. Provide seasoned lumber with 19% maximum moisture content at time of dressing.
3. Dimension Lumber (2" through 4" thick): Not Applicable.
4. Timber (5" and thicker): Not Applicable
5. Miscellaneous Lumber:
  - a. Provide wood for support or attachment of other work including cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
    - 1) Moisture content: 15% maximum for lumber items not specified to receive wood preservative treatment.
  - b. Grade: No. 2 Dimension Spruce, Pine or Fir.

B. Plywood:

1. Trademark: Identify each plywood panel with appropriate APA trademark.
2. Concealed Performance-Rated Plywood: Where plywood panels will be used for concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.
  - a. Interior wall Sheathing: APA Rated Sheathing.
    - 1) For concealed application behind wall mounted modular furniture and wall hung shelving.
    - 2) Span Rating: 24/16 or as required to suit stud spacing indicated.

C. Miscellaneous Materials:

1. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.
  - a. Where rough carpentry work is exposed to weather, in contact with masonry, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A153).

2.02 WOOD TREATMENT: Not Applicable

PART 3 - EXECUTION

3.01 INSTALLATION:

A. General

1. Discard units of material with defects which might impair quality of work, and units which are too

MAINE MEDICAL CENTER

small to fabricate work with minimum joints or optimum joint arrangement.

2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
4. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

B. Wood Grounds, Nailers, Blocking and Sleepers:

1. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved. Provide blocking at all wall-mounted door stops.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown.
3. Provide permanent grounds of dressed, preservative treated, key-bevelled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

C. Wood Furring:

1. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.
2. Furring to Receive Gypsum Drywall: Unless otherwise shown, provide 1" x 2" furring at 16" o.c., vertically.

D. Wood Framing, General: Not Applicable



- E. Stud Framing: Not Applicable
- F. Joist Framing: Not Applicable
- G. Rafter and Ceiling Joist Framing: Not Applicable
- H. Timber Framing: Not Applicable
- I. Installation of Plywood:
  - 1. General: Comply with applicable recommendations contained in Form No. E 304, "APA Design/Construction Guide - Residential & Commercial," for types of plywood products and applications indicated.
  - 2. Fastening Methods: Fasten panels as indicated below:
    - a. Sheathing: Nail or screw to framing. (attach sheathing to existing plaster partitions where indicated, with toggle fasteners or expansion anchors).

END OF SECTION 06100

SECTION 06200

FINISH CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Definition: Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections. Types of finish carpentry work in this section include:
  - 1. Interior running and standing trim.
  - 2. Corridor hand rails.
  - 3. Wood shelving.
- B. Rough carpentry is specified in another section within Division 6.
- C. Architectural woodwork is specified in another section within Division 6.

1.03 QUALITY ASSURANCE:

- A. Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency identification; except omit marking from surfaces to receive transparent finish, and submit mill certificate that material has been inspected and graded in accordance with requirements if it cannot be marked on a concealed surface.
- B. AWI Quality Marking: Mark each assembled unit of architectural woodwork with manufacturer's identification and grade mark evidencing compliance with indicated AWI quality grade. Locate grade mark on surfaces which will not be exposed after installation.

MAINE MEDICAL CENTER

For other items requiring field assembly, a certification of compliance may be substituted for marking of individual pieces.

1.04 REFERENCES:

- A. AWI Quality Standard: Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.

1.05 SUBMITTALS:

- A. Product Data: Submit manufacturer's specifications and installation instructions for each item of factory-fabricated woodwork.
- B. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components.
- C. Samples: Submit the following samples for each species and cut or pattern of architectural woodwork:
  - 1. Solid wood with or for transparent finish; set of 3 pieces, 6" x 3/4" x 18", for each species, finished on one side and one edge, samples, 12" square, for each species and cut.
  - 2. Plywood or veneer with or for transparent finish, 3 finished samples, 12" square, for each species and cut.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver finish carpentry materials, until  
FINISH CARPENTRY 06200-2



MAINE MEDICAL CENTER

painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, finish carpentry materials must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.07 JOB CONDITIONS:

- A. Conditioning: Installer shall advise Contractor of temperature and humidity requirements for finish carpentry installation areas. Do not install finish carpentry until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed finish carpentry within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. The fabricator of woodwork shall determine optimum moisture content and required temperature and humidity conditions.

PART 2 - PRODUCTS

2.01 WOOD PRODUCT QUALITY STANDARDS:

- A. Softwood Lumber Standards: Comply with PS 20 and with applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- B. Plywood Standard: Comply with PS 1.
- C. Hardwood Lumber Standard: Comply with National  
FINISH CARPENTRY 06200-3

MAINE MEDICAL CENTER

Hardwood Lumber Association (NHLA) rules.

- D. Hardwood Plywood Standard: Comply with PS 51.
- E. Woodworking Standard: Comply with Architectural Woodwork Institute (AWI) "Quality Standards."
- F. Glued-up Lumber Standard: Comply with PS 56.

2.02 MATERIALS

- A. General: Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and pattern as shown, unless otherwise indicated.
- B. Moisture Content of Softwood Lumber: Provide kiln-dried(KD) lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspecting agency for the species and product indicated.
- C. Lumber for Transparent Finish: Use pieces made of solid lumber stock.
- D. Lumber for Painted Finish: At Contractor's option, use pieces which are either glued-up lumber or made of solid lumber stock.
- E. Design and Construction Features: Comply with details shown for profile and construction of architectural woodwork; and, where not otherwise shown, comply with applicable quality standards, with alternate details at Fabricator's option. Use plywood for all cabinet components, particle board will not be acceptable anywhere on cabinets or counter tops.
- F. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, where possible, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate proper size and shape. Smooth edges of cutoffs and, where located in countertops and similar exposures seal edges of cutouts with a water-resistant coating.

- G. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain measurements and verify dimensions and shop drawing details as required for accurate fit.
1. Where sequence of measuring substrates before fabrication would delay the project, proceed with fabrication (without field measurements) and provide ample borders and edges to allow for subsequent scribing and trimming of woodwork for accurate fit.

2.03 EXTERIOR FINISH CARPENTRY: NOT APPLICABLE

2.04 INTERIOR FINISH CARPENTRY:

- A. Standing and Running Trim for Transparent Finish: Plain Sawn Red Oak manufactured to sizes and pattern's (profile) shown from selected First Grade Lumber (NHLA); complying with following grade requirements of referenced woodworking standard, for quality of materials and manufacture:
1. Grade: Custom.
- B. Standing and Running Trim for Painted Finish: Any closed-grain hardwood graded and inspected by WWPA complying with following grade requirements of referenced woodworking standards:
1. Grade: Custom.
  2. Grade for Special (Custom) Sizes and Patterns: Custom for quality of materials and manufacture as required in referenced woodworking standard.
- C. Handrails for transparent finish: Match existing manufactured to sizes and profile shown from selected First Grade Lumber (NHLA); complying with the following grade requirements of referenced woodworking standard, for quality of materials and manufacture:



MAINE MEDICAL CENTER

1. Grade: Custom.

D. Wood Storage Shelving, Plastic Laminate Finish:

1. General: These requirements do not apply to shelving which is either integral with or indicated as "casework"; comply with casework requirements for those units of shelving.

- a. Grade: Custom.

2. Shelving Material: Economy Grade (HPMA Sound Grade) hardwood plywood with plastic laminate finish on all exposed surfaces. Provide matching end and closure panels.

E. Wood Shelving, Transparent Finish:

1. General: These requirements do not apply to shelving which is either integral with or indicated as casework; comply with casework requirements for those units of shelving.

- a. Grade: Custom.

2. Shelving Material: Economy Grade (H PMA Sound Grade) hardwood plywood with matching hardwood edge bands on exposed edges. Provide matching end and closure panels.

- a. Species: Plain Sawn/Sliced Birch.

- b. Hardware: Use Stanley #30-6040, 90°-3" flat corner braces at back side of shelves with sides.

2.05 MISCELLANEOUS MATERIALS:

- A. Fasteners and Anchorages: Provide nails, screws and other anchoring devices of the proper type, size, material and finish for application indicated to

provide secure attachment, concealed where possible, and complying with applicable Federal Specifications.

1. Where finish carpentry is exposed on exterior or in areas of high relative humidity, provide fasteners and anchorages with a hot-dipped zinc coating (ASTM A153).

### PART 3 - EXECUTION

#### 3.01 PREPARATION:

- A. Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.
- B. Backprime lumber for painted finish exposed on the exterior or to moisture and high relative humidities on the interior. Comply with requirements of section on painting within Division 9 for primers and their application.
- C. Pre-Installation Meeting: Meet at project site prior to delivery of finish carpentry materials and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in the meeting, the Contractor, Architect and Owner Representatives, Installers of finish carpentry, wet work including plastering or spackling, other finishes, painting, mechanical work and electrical work, and firms and persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with finish carpentry on interior only when everyone concerned agrees that required ambient conditions can be properly maintained.

#### 3.02 INSTALLATION

MAINE MEDICAL CENTER

- A. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacture with respect to surfaces, sizes or patterns.
- B. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.
- C. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, to produce tight fitting joints with full surface contact throughout length of joint. Use scarf joints for end-to-end joints.
- E. Wood Storage Shelving: Complete the assembly of units and install in the areas indicted, including hardware and accessories as indicated.
- F. Anchor finish carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, stripping and clocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine with finished surface, and matching final finish where transparent is indicated.

3.03 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

- A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and



visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

- B. Clean woodwork and exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- C. Refer to Division 9 Sections for Final Finishing of Installed Woodwork.
- D. Protection: Installer of finish carpentry work shall advise Contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION 06200

SECTION 06400

ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this Section.

1.02 SUMMARY

- A. Extent of each type of architectural woodwork is indicated on drawings.
- B. Types of architectural woodwork include the following:
  - a. Laminate clad cabinets.
  - b. Countertops.

1.03 QUALITY ASSURANCE:

- A. AWI QUALITY STANDARD: Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.
- B. Coordination: Coordinate cabinet shop drawings and fabrication with hardware and plumbing fixture requirements.
- C. Installer Qualifications: Arrange for installation of architectural woodwork by a firm which can demonstrate successful experience in installing architectural woodwork items similar in type and quality to those required for this project.

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's product data for each product and process specified as work of this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.
- B. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices, plastic laminates (showing

MAINE MEDICAL CENTER

full range of standard and custom colors, finishes, and textures available), and other components.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation.

1.06 PROJECT CONDITIONS:

- A. Conditioning: Woodwork Manufacturer and Installer shall advise Contractor of temperature and humidity requirements for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- B. Maintain temperature and humidity in installation areas are required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. Require Woodwork Manufacturer to establish optimum moisture content and required temperature humidity condition.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Plastic Laminate: Subject to compliance with requirements, provide high pressure decorative laminates by the following manufacturer:
  - 1. Wilson Art
  - 2. Pionite
  - 3. Formica
  - 4. Nevamar
  - 5. Architect and Owner approved equal.



MAINE MEDICAL CENTER

2.02 FABRICATION, GENERAL:

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber at time of fabrication and for relative humidity conditions in the installation areas.
- B. Fabricate Woodwork to dimensions, profiles, and details indicated with openings and mortises precut where possible to receive hardware and other items and work.
  - 1. Ease edges to a 1/16" radius, for corners of cabinets and edges of solid wood (lumber) members less than 1" in nominal thickness, 1/8" radius for edges of rails and similar members over 1" in nominal thickness.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming and fitting.
- D. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, where possible to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs and, where located in countertops and similar exposures seal edges of cutouts with a water-resistant coating.
- E. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain field measurements and verify dimensions and shop drawing details as required for accurate fit.
  - 1. Where sequence of measuring substrates before fabrication would delay the project, proceed with fabrication (without field measurements) and provide ample borders and edges to allow for subsequent scribing and trimming of woodwork for accurate fit.

2.03 ARCHITECTURAL CABINETS, LAMINATE CLAD:

- A. Quality Standard: Comply with AWI Section 400 and its Divisions 400B and 400C, as modified by this section.

MAINE MEDICAL CENTER

- B. Laminate Clad Cabinets: Comply with the following requirements:
1. Grade: Custom.
  2. Type of Cabinet Construction: Flush overlay.
  3. Substrates: Panel products used in the construction of cabinet components shall be hardwood plywood, 7 ply or more, all hardwood core with no voids.
  4. Laminate Cladding: High pressure decorative laminate complying with NEMA LD 3 and as follows:
    - a. Colors, Patterns and Finished: As selected by Architect from laminate manufacturers' standard and custom products.
- C. Laminate Grade for exposed Surfaces: Provide laminate cladding complying with the following requirements for type of surface and grade.
1. Horizontal Surfaces Other Than Tops: GP-50 (0.050" nominal thickness).
  2. Postformed Surfaces: PF-42 (0.42" nominal thickness).
  3. Vertical Surfaces: GP-50 (0.50" nominal thickness).
  4. Edges: GP-50 (0.50" nominal thickness).
  5. Semi-Exposed Surfaces: Provide surface material indicated below:
    - a. High pressure laminate, GP-28 - horizontal surfaces. Woodworker's standard low pressure laminate all other semi-exposed surfaces.

2.04 CABINET HARDWARE AND ACCESSORY MATERIALS:

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets.
- B. Cabinet Hardware Schedule: Refer to schedule at end of this section for cabinet hardware required for architectural cabinets.
- C. Hardware Standard: comply with ANSI/BHMA A156.9 "American National Standard for Cabinet Hardware" for items indicated by reference to BHMA numbers or referenced to

this standard.

D. Hardware Finishes: Comply with BHMA 1301 for finishes indicated by BHMA Code Numbers or if not otherwise indicated, provide finishes complying with requirements indicated below:

1. For exposed hardware comply with requirements indicated for finish and base indicated by BHMA Code Number below:

630 (Satin stainless steel).

2. For concealed hardware provide manufacturer's standard finish which complies with product class requirements of ANSI/BHMA A156.9.

2.05 ARCHITECTURAL CABINET TOPS:

A. Quality Standard: Comply with AWI Section 400 and its Division 400C.

B. Type of Top: High pressure Decorative Laminate:

1. Grade: Custom.

C. Laminate Cladding for Horizontal Surface: High pressure decorative laminate complying with NEMA LD 3 and as follows:

1. Colors, Patterns, and Finishes: As indicated or, if not otherwise indicated, as selected from laminate manufacturer's standard products.

2. Grade: GP-50 (0.50" nominal thickness).

D. Backsplash: Top and backsplashes shall be GP-50 laminate cladding with PF-42 (0.42" nominal thickness) highpressure laminate.

E. Edge Treatment: Same as laminate cladding on horizontal surfaces.

F. Balancing Sheet: Required on 100% of all tops regardless of unsupported area.

G. Substrates: No substrates other than exterior grade plywood will be allowed for plastic laminate tops.

PART 3 - EXECUTION

3.01 PREPARATION:



## MAINE MEDICAL CENTER

- A. Condition Woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Pre-Installation Meeting: Meet at project site prior to delivery of architectural woodwork and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in meeting the Contractor; Architect and Owner Representatives; Installers of architectural woodwork, wet work such as plastering, other finishes, painting, mechanical work and electrical work; and firms or persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with woodwork installation only when everyone concerned agrees that required ambient conditions can be maintained.
- C. Deliver anchoring devices to be built into substrates, well in advance of time substrates are to be built.
- D. Prior to installation of architectural woodwork, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

### 3.02 INSTALLATION:

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including tops;) and with no variations in flushness of adjoining surfaces.
- B. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor Woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind refinished matching fasteners heads are required, use fine finishing nails for exposing nailing, countersunk and filled flush with woodwork, and matching final finish where transparent finish is indicated.
- D. Cabinets: Install without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated. Maintain veneer sequence matching (if any) of cabinets with transparent finish.
- E. Tops: Anchor securely to base units and other support

systems as indicated.

3.03 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

- A. Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch-up shop applied finishes to restore damaged or soiled areas.
- D. Refer to the Division 9 sections for final finishing of installed architectural woodwork.
  - 1. Provide final protection and maintain conditions, in a manner acceptable to Fabricator and Installer, which ensures architectural woodwork being without damage or deterioration at time of substantial completion.

3.04 HARDWARE SCHEDULE

- A. Double slot standards and brackets for adjustable shelving:  
Knappe & Vogt 85-185
- B. Hinges:  
Blum clip number 125 premium self closing hinges for overlay or half overlay doors.
- C. Cabinet Catches:  
Stanley No. 38 roller catch
- D. Drawer Slides:  
Knappe & Vogt 1300 drawer slides, 100 lb. capacity, self closing.
- E. Steel Standards with Supports:  
Knappe & vogt 255 steel standards, zinc finished with 256 R supports.
- F. Wire Pulls:  
5/16" dia. wire pulls with 4" screw hole spacing and 1-5/16" projection.

MAINE MEDICAL CENTER

G. Continuous Hinge:

Stanley SC311, 1-1/2" (length as per Architect).

END OF SECTION 06400



SECTION 08110

STEEL DOOR FRAMES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of steel frames is shown and scheduled on drawings.
- B. Finish hardware is specified elsewhere in Division 8.

1.03 QUALITY ASSURANCE:

- A. Provide frames complying with Steel Door Institute "Recommended Specifications; Standard Steel Doors and Frames" (SD1-100 current publication) and as herein specified.
- B. Fire-Rated Assemblies: Provide fire-rated frames investigated and tested as fire door assemblies, complete with type of hardware to be used. Identify each fire door with recognized testing laboratory labels, indicating applicable fire rating of steel frames. Construct and install assemblies to comply with NFPA Standard No. 80, and as herein specified.

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's specifications for fabrication and installation, including data substantiating that products comply with requirements.
- B. Shop Drawings: Submit for fabrication and installation of steel frames. Include details of each frame type, elevations of frame design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.

- 1. Provide schedule of new and altered frames using  
STEEL DOOR FRAMES 08110 - 1

MAINE MEDICAL CENTER

same reference numbers for details and openings as those on Contract Drawings.

1.05 DELIVERY, STORAGE AND HANDLING:

- A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage.
- B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided finish items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store frames at building site under cover. Place units on wood sills at least 4" high, or otherwise store on floors in manner that will prevent rust and damage. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on frame becomes wet, remove carton immediately. Provide 1/4" spaces between stacked frames to promote air circulation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Manufacturer: Provide standard steel frames by a single firm specializing in production of this type of work.
  - 1. Provide steel frames by one of the following:
    - a. Amweld Building Products Div.
    - b. Ceco Corp.
    - c. Curries Mfg. Inc.
    - d. Republic Builders Prod. Corp.
    - e. SteelCraft Mfg. Co.

2.02 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.
- B. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.

- C. Supports and Anchors: Fabricate of not less than 18 gage galvanized sheet steel.
- D. Inserts, Bolts and Fasteners: Manufacturer's standard units, except hot-dip galvanize items to be built into walls in wet areas, complying with ASTM A 153, Class C or D as applicable.
- E. Primer: Rust-inhabitive enamel or paint, either air-drying or baking, suitable as a base for finish paints specified in Division 9.

2.03 FABRICATION, GENERAL:

- A. Fabricate steel frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site.
- B. Fabricate frames, concealed stiffeners, reinforcement, edge channels, louvers and moldings from either cold-rolled or hot-rolled steel (at fabricator's option).
- C. Fabricate interior wet area frames from galvanized sheet steel.
- D. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat Phillips heads for exposed screws and bolts.
- E. Thermal-Rated (Insulating) Assemblies: N/A
- F. Sound-Rated (Acoustical) Assemblies: N/A
- G. Finish Hardware Preparation:
  - 1. Prepare frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A 115 series specifications for door and frame preparation for hardware.
  - 2. Reinforce frames to receive surface-applied hardware. Drilling and tapping for surface-applied finish hardware may be done at project site.



MAINE MEDICAL CENTER

3. Locate finish hardware as shown on final shop drawings or, if not shown, in accordance with "Recommended Locations for Builder's Hardware," published by Door and Hardware Institute.

H. Shop Painting:

1. Clean, treat, and paint exposed surfaces of steel frame units, including galvanized surfaces.
2. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
3. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

2.04 STANDARD STEEL DOORS: N/A

2.05 DOOR LOUVERS: N/A

2.06 STANDARD STEEL FRAMES:

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated.
  1. Fabricate interior frames from 18 gage metal.
- B. Fabricate frames with mitered and welded corners, for fire rated and as noted; other frames to be knock-down for field assembly.
- C. Door Silencers: Except on weatherstripped frames, drill stops to receive 2 silencers on strike jambs of single-swing frames and 2 silencers on heads of double-swing frames.
- D. Plaster Guards: (where required) Provide 26 gage steel plaster guards or mortar boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation.

PART 3 - EXECUTION

3.01 INSPECTION:

- A. Installer must examine substrate and conditions under

which steel frames are to be installed and must notify Contractor in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.02 INSTALLATION:

A. **General:** Install standard steel frames, and accessories in accordance with final shop drawings and manufacturer's data, and as herein specified.

B. **Placing Frames:** (Wood Blocking)

1. **General:**

a. Comply with provisions of SDI-105 "Recommended Erection Instructions for Steel Doors & Frames", unless otherwise indicated.

b. Except for frames located at in-place concrete or masonry and at drywall installations, place frames prior to construction of enclosing walls and ceiling. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.

2. At in-place concrete or masonry construction, set frames and secure to adjacent construction with machine screws and masonry anchorage devices.

3. Install fire-rated frames in accordance with NFPA Standard No. 80.

4. Install solid wood blocking at all jambs.

C. **Door Installation:**

1. Fit doors accurately in frames, within clearances specified in SDI-100.

2. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.03 ADJUST AND CLEAN

- A. Prime Coat Touch-up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.
- B. Protection Removal: Immediately prior to final inspection, remove protective plastic wrappings from prefinished doors.
- C. Final Adjustments: Check and readjust operating finish hardware items, leaving steel frames undamaged and in complete and proper operating conditions.

END OF SECTION 08110



SECTION 08210

WOOD DOORS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

1.02 DESCRIPTION OF WORK:

- A. Extent and location of each type of wood door is shown on drawings and in schedules.
- B. Types of doors required include the following:
  - 1. Solid core flush wood doors with veneer faces.
- C. Shop finishing of wood doors is included in this section.
- D. Factory-fitting to frames (prefitting) and factory-preparation for hardware (premachining) for wood doors is included in this section.
- E. Work includes fitting of new doors to existing metal frames.

1.03 QUALITY ASSURANCE:

- A. General: Comply with requirements of the following standards unless otherwise indicated.
- B. Non-Fire-Rated Wood Doors: Comply with NWMA Industry Standard I.S.-1 "Wood Flush Doors" of the National Woodwork Manufacturer's Association.
- C. Fire-Rated Wood Doors: Where fire-resistance classifications are shown or scheduled for wood door assemblies, provide doors which comply with requirements of NFPA No. 80 "Standard for Fire Doors and Windows" and which have been tested and rated with single point hardware by UL.
  - 1. Provide UL label on each door.

MAINE MEDICAL CENTER

- D. AWI Quality Standard: Section 1300 of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI). Designations for grade and core construction under types of doors refer to this standard.

1.04 SUBMITTALS:

- A. Product Data: Submit door manufacturer's product data, specifications and installation instructions for each type of wood door.
  - 1. Include details of core and edge construction, trim for openings and louvers (if any) and similar components.
  - 2. Include finishing specifications for doors to receive factory-applied shop finish.
  - 3. Include certifications as may be required to show compliance with specifications.
- B. Shop Drawings: Submit shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, requirements for factory finishing and other pertinent data. Include description of approach to welding and altering existing frames to accommodate new design intent.
- C. Samples, Shop-Finished Doors: Submit 3 samples, 1'-0" square, showing fully completed shop finish on same veneer and edge construction which will be used on shop-finished doors.
- D. Specific Product Warranty: Submit written agreement in door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors which have warped (bow, cup or twist) or which show photographing of construction below in face veneers, or do not conform to tolerance limitations of NWMA.
  - 1. The warranty shall also include refinishing and reinstallation which may be required due to repair or replacement of defective doors.
  - 2. Warranty shall be in effect during following period of time after date of substantial completion.

- a. Solid Core Flush Interior Doors: Life of installation.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect wood doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with the "On-Site Care" recommendations of NWMA pamphlet "Care and Finishing of Wood Doors" and with manufacturer's instructions.
- B. Provide protective coverings for shop-finished doors at the factory prior to shipping. Use manufacturer's standard method and mark with identification required for proper installation.

PART 2 - PRODUCTS

2.01 MATERIAL AND COMPONENTS:

- A. General: Provide wood doors complying with applicable requirements of NWMA I.S.-1 for kinds and types of doors indicated and as specified.
  - 1. Exposed Surfaces: Provide kind shown or scheduled and as further specified. Provide same exposed surface material on both faces of each door, unless otherwise indicated.
  - 2. Fire-Rated Doors: Provide exposed faces and edges to match non-fire-rated doors in same area of building, unless otherwise indicated. Provide trim for openings (if any) which have been tested and listed for kind of door and rating indicated.
- B. Openings: Cut and trim openings through doors and panels as shown. Comply with applicable requirements of referenced standard for kind(s) of doors required.
  - 1. Light Openings: Factory cut openings. Trim openings for non-fire-rated doors with solid wood moldings.

2.02 INTERIOR FLUSH WOOD DOORS:



MAINE MEDICAL CENTER

A. Solid Core Wood Doors:

1. Type II water resistant bond.
2. Core Construction: Solid wood block, wood particleboard, or mineral with wood lock blocks, as required by door manufacturer to comply with specified warranty period.
3. Exposed Surfaces for Transparent Finish: Provide manufacturer's standard thickness face veneers of the following quality.
  - a. Quality: AWI Custom grade face veneers of the species and cut indicated. Sharp contrast not permitted at veneer joints. Provide exposed edges and other exposed solid wood components of any species of wood.
  - b. Face Panels: Match existing door veneer face grains.

B. Fire-Rated Solid Core Doors:

1. Core Construction: Manufacturer's standard core construction as required to provide fire-resistance rating indicated.
2. Faces and AWI Grade: Provide faces and grade to match non-rated doors in same area of building, unless otherwise indicated.

2.03 SHOP FINISH

- A. Prefinish wood doors at factory or finish shop.
- B. Comply with recommendations of AWI for factory finishing of doors, including final sanding immediately before application of finishing materials.
  1. Provide finishes as shown or scheduled and as specified in Division-9 "Painting" sections of these specifications.

2.04 WOOD FRAMES - N/A

2.05 PREFITTING AND PREPARATION FOR HARDWARE:

- A. Prefit and premachine wood doors at factory.

- B. Comply with tolerance requirements of NWMA for prefittting. Machine doors for hardware requiring cutting of doors. Comply with final hardware schedules and door frame shop drawings and with hardware templates and other essential information required to ensure proper fit of doors and hardware.
  - 1. Take accurate field measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining in factory.
  - 2. Obtain required data and measurements where existing in place metal frames will be utilized with new doors.

PART 3 - EXECUTION

3.01 INSPECTION:

- A. Installer must examine door frames and verify that frames are correct type and have been installed as required for proper hanging of corresponding doors and notify Contractor in writing of conditions detrimental to proper and timely installation of wood doors. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

3.02 INSTALLATION:

- A. Condition door to average prevailing humidity in installation area prior to hanging.
- B. Hardware: For installation see Division 8 "Finish Hardware" section of these specifications.
- C. Manufacturer's Instructions: Install wood doors in accordance with manufacturer's instructions and as shown.
  - 1. Install fire-rated doors in corresponding fire-rated frames in accordance with requirements of NFPA No. 80.
- D. Prefit Doors: Fit to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.

- E. Clearance: For non-fire doors provide clearance of 1/8" at jambs and heads; 1/8" at meeting stiles for pairs of doors; and 1/2" from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4" clearance from bottom of door to top of threshold.
  - 1. For fire-rated doors, provide clearance complying with the limitations of the authority having jurisdiction.
- F. Shop-finished Doors: Restore finish on edges of shop-finished doors before installation, if fitting or machining is required at the job site.

3.03 ADJUST AND CLEAN:

- A. Operation: Rehang or replace doors which do not swing or operate freely, as directed by Architect.
- B. Finished Doors: Refinish or replace doors damaged during installation, as directed by Architect.
- C. Protection and Completed Work: Advise Contractor of proper procedures required for protection of installed wood doors from damage or deterioration until acceptance of work.

END OF SECTION 08210



SECTION 08710

FINISH HARDWARE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

- A. Definition: "Finish Hardware" includes items known commercially as hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame. Types of items in this section include (but are not necessarily limited to):

1. Hinges
2. Lock cylinders and keys
3. Lock and latch sets
4. Push/pull units
5. Closers
6. Miscellaneous door control devices
7. Protection plates
8. Push button locks.

- B. Silencers: Included with hollow metal door frames specified elsewhere in Division 8.

1.03 QUALITY ASSURANCE:

- A. Manufacturer: Obtain each kind of hardware (latch and lock sets, hinges, closers, etc.) from only one manufacturer, although several may be indicated as offering products complying with requirements.
- B. Supplier: A recognized hardware supplier who has been furnishing hardware in the project's vicinity for a period of not less than 2 years, and who is, or has in employment, an experienced hardware consultant who is available, at reasonable times during the course of the work, for consultation about project's hardware requirements, to Owner, Architect and Contractor.
- C. Fire-Rate Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard No. 80. Provide only hardware which has been tested and listed by UL for types and sizes of doors required and complies with requirements of door and door frame labels.

MAINE MEDICAL CENTER

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical information for each item of hardware. Include whatever information may be necessary to show compliance with requirements, and include instructions for installation and for maintenance of operating parts and finish. Transmit copy of applicable data to Installer.
  
- B. Hardware Schedule: Submit final hardware schedule in the manner and format specified, complying with the actual construction progress schedule requirements.
  - 1. Final Hardware Schedule: Based on hardware indicated, organize hardware schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:
    - a. Type, style, function, size and finish of each hardware item.
    - b. Name and manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of hardware set cross-referenced to indications on drawings both on floor plans and in door and frame schedule.
    - e. Explanation of all abbreviations, symbols, codes, etc. contained in schedule.
    - f. Mounting locations for hardware.
    - g. Door and frame sizes and materials.
    - h. Keying information (may be submitted separately).
  
  - 2. Submittal Sequence: Submit schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by hardware, and other information essential to the coordinated review of hardware schedule.
  
  - 3. Keying Schedule: Submit detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.



MAINE MEDICAL CENTER

C. Samples: As requested by the Architect and prior to submittal of the final hardware schedule and prior to final ordering, submit one sample of each type of exposed hardware unit, finished as required, and tagged with full description for coordination with schedule.

1. Samples will be returned to the supplier. Units which are acceptable and remain undamaged through submittal, review and field comparison procedures may, after final check of operation, be used in the work, within limitations of keying coordination requirements.

1.05 PRODUCT HANDLING:

A. Packaging of hardware, on a set by set basis, is the responsibility of the supplier. As material is received by the hardware supplier from the various manufacturers, sort and repackage in containers marked with the hardware set number. Two or more identical sets may be packed in the same container.

B. Inventory hardware jointly with representatives of the hardware supplier and the hardware installer until each is satisfied that the count is correct.

C. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately replaceable, so that the completion of the work will not be delayed by hardware losses, both before and after installation.

1.06 JOB CONDITIONS:

A. Coordination: Coordinate hardware with other work. Tag each item or package separately, with identification related to the final hardware schedule, and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thicknesses, profile, swing, security and similar requirements indicated, as necessary for proper installation and function. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.

B. Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check the shop drawings of such other work, to confirm that adequate provisions are made for the proper installation of hardware.



MAINE MEDICAL CENTER

PART 2 - PRODUCTS

2.01 SCHEDULED HARDWARE:

- A. Requirements for design, grade, function, finish, size and other distinctive qualities of each type of hardware is indicated in the Hardware Data Sheet and Hardware Schedule at the end of this section. Products are identified by using hardware designation numbers of the following:
1. Manufacturer's Product Designations: One or more manufacturers are listed for each hardware type required. An asterisk(\*) after a manufacturer's name indicates whose product designation is used in the Hardware Schedule for purposes of establishing minimum requirements. Provide either the product designated, or, where more than one manufacturer is listed, the comparable product of one of the other manufacturers which comply with requirements including those specified elsewhere in this section where only one product is designated, that product is proprietary and no substitutions are permitted.

2.02 HARDWARE ALLOWANCE:

- A. Selection and Ordering: Furnish finish hardware as selected by Architect and in such amounts as provided for under Allowances in Division 1 and other general provisions of the Contract.
- B. Responsibilities of Finish Hardware Supplier:
1. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of hardware selection, furnish proper types, finishes, and quantities of finish hardware, including fasteners, and Owner's maintenance tools; and furnish or replace any items of finish hardware resulting from shortages and incorrect items, at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.
- C. Responsibilities of Contractor:
- Submittals: Coordinate and process submittals for Finish Hardware in same manner as submittals for other work.
- Construction Schedule: Cooperate with Finish Hardware supplier in establishing scheduled dates for submittals and delivery of templates and finish hardware.
- Coordination: Coordinate finish hardware with other work. Furnish hardware supplier or manufacturer with

shop drawings of other work where required or requested. Verify completeness and suitability of hardware with supplier.

Product Handling: Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials. Any hardware items lost, damaged or stolen after being accepted by Contractor shall be replaced at Contractor's expense.

1. Installation Information: The general types and approximate quantities of hardware required for this project are indicated at the end of this section in order to establish Contractor's costs for installation and other work not included in allowance.

## 2.03 MATERIALS AND FABRICATION:

### A. General:

1. Hand of Door: The drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.
2. Manufacturer's Name Plate: Do not use manufacturer's products which have manufacturer's name or trade name displayed in a visible location (omit removable nameplates), except in conjunction with required UL labels and as otherwise acceptable to the Architect.
  - a. Manufacturer's identification will be permitted on rim of lock cylinders only.
3. Base Metals: Produce hardware units of the basic metal and forming method indicated, using the manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units by FS FF-H-106, FF-G-111, FS FF-H-116 and FS FF- H-121. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
4. Fasteners: Manufacture hardware to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.



MAINE MEDICAL CENTER

5. Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match the hardware finish or, if exposed in surfaces of other work, to match the finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.
6. Provide concealed fasteners for hardware units which are exposed when the door is closed, except to the extent no standard units of the type specified are available with concealed fasteners. Do not use through bolts for installation where the bolt head or the nut on the opposite face is exposed in other work, except where it is not feasible to adequately reinforce the work.

2.04 HINGES, BUTTS AND PIVOTS:

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- B. Screws: Furnish Phillips flat-head all-purpose or machine screws for installation of units, except furnish Phillips flat-head all-purpose or wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  1. Steel Hinges: Steel pins.
  2. Non-ferrous Hinges: Stainless steel pins.
  3. Interior Doors: Non-rising pins.
  4. Tips: Flat button and matching plug, finished to match leaves.
  5. Number of Hinges: Provide number of hinges indicated but not less than 3 hinges for door leaf for doors 90" or less in height and one additional hinge for each 30" of additional height.
  6. Pivots: Provide pivots where indicated in flush non-rabbited frames in conjunction with emergency lock latches, where indicated.



MAINE MEDICAL CENTER

2.05 LOCK CYLINDERS AND KEYING:

- A. General: Contractor shall meet with Owner's locksmith and project manager at the preconstruction meeting to finalize keying requirements and obtain final instructions for locksets, cylinders, and keys in writing.
- B. Temporary locksets, cylinders, and keys for use during construction shall be provided by the Owner and installed by the Contractor; keys shall be delivered only to the Owner's locksmith or project manager.

2.06 LOCKS, LATCHES AND BOLTS:

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set.
- B. Lock Throw: Provide 5/8" minimum throw of latch and deadbolt used on pairs of doors. Comply with U.L. requirements for throw of bolts and latch bolts on rated fire openings. Provide 1/2" minimum throw on other latch and deadlock bolts.

2.07 CLOSERS AND DOOR CONTROL DEVICES:

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of the door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
- B. Provide units with provisions for adjustment of opening/closing pressure.
- C. Provide parallel arms for all overhead closers, except as otherwise indicated.
- D. Provide black resilient parts for exposed bumpers.

2.08 DOOR PROTECTION PLATES:

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door protection plates (kick plates, trim, and similar units); construction adhesive as recommended by protection plate manufacturer.
- B. Fabricate protection plates (armor, kick or mop) not more than 1-1/2" on stop side smaller than the door width, x the height indicated.

MAINE MEDICAL CENTER

- C. Protection plates: Wrap-around stainless steel plates, on four (4) sides to the height shown on drawings.
- 2.09 DOOR STOPS:
- A. Furnish door stops for all doors. Wall stops shall be furnished wherever possible. All stops and bumpers shall be cast bronze, and shall be furnished with machine screws and expansion shields or toggle bolts to suit the material to which it is to be fastened. Floor stops shall be located out of flow of traffic. Wall stops shall be fastened to solid blocking.
- 2.10 WEATHERSTRIPPING AT JAMES AND HEADS: NOT APPLICABLE
- 2.11 WEATHERSTRIPPING ON DOOR BOTTOMS: NOT APPLICABLE
- 2.12 ASTRAGAL STRIPPING, ONE ACTIVE LEAF:
- A. Provide interlocking metal strip astragals, surface applied unless shown as mortised or semi-mortised, of following metal finish and seal:
    - 1. Extruded aluminum, with colored anodized finish as selected by Architect, 0.062" minimum thickness of main walls and flanges.
    - 2. Equip. stripping with closed-cell sponge neoprene seal in pocket of interlock.
- 2.13 THRESHOLDS: NOT APPLICABLE
- 2.14 HARDWARE FINISHES:
- A. Provide matching finishes for hardware units at each door or opening, to the greatest extent possible, and except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. In general, match items to the manufacturer's standard finish for the latch and lock set (or push/pull units if no latch-lock sets) for color and texture.
  - B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness and other qualities complying with manufacturer's standards, but in no case less than specified for the applicable units of hardware by referenced standards.
  - C. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze and aluminum, except as otherwise indicated. The suffix "-NL" is used with standard finish designations to indicate "no lacquer".



MAINE MEDICAL CENTER

- D. The designations used to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware" for Standard Steel Doors and Frames by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Architect.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division 9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Weatherstripping and Seals: NOT APPLICABLE
- F. Thresholds: NOT APPLICABLE

3.02 ADJUST AND CLEAN:

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of



MAINE MEDICAL CENTER

heating and ventilating equipment.

- C. Adjust doors, frames and hardware, if necessary to achieve proper operation of seals and stripping.
- D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.
- E. Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

PART 4 - HARDWARE DATA SHEET

4.01 FINISHES OF HARDWARE

- A. Hinge Finishes:
  - 1. Interior doors with transparent finish shall be US26D.
- B. Lock and Door Trim Finishes:
  - 1. Interior doors shall be US26D.
- C. Door closer finishes shall be aluminum.
- D. Door stop finishes shall be US26D.
- E. Miscellaneous hardware finishes shall be US26D.
- F. Magnetic Hold-Open finishes shall be US26D.

4.02 ACCEPTABLE MANUFACTURERS: (\*indicates manufacturer used in hardware schedule).

- A. Hinges: Stanley\*, Hager, Lawrence.
- B. Pivots: Stanley
- C. Locksets: Schlage #2, Sargent #1 (8 line series)
- D. Door Closers: LCN\*, (No exception).

MAINE MEDICAL CENTER

- E. Kick Plates: Burns.
- F. Lock Cylinders: Medeco (No exception).
- G. Stops: Ives, Rockwood, Russwin\*.
- H. Miscellaneous Hardware: Stanley\*, Yale, Corbin.
- I. Levers & Lever Locks: Sargent (10 line series)
- J. Magnetic Hold-Opens: Rixon-Firemark , Sargent , Norton Door Controls.

4.03 ACCEPTABLE HARDWARE DESIGNS:

- A. Hinges: Stanley FBB179-4 1/2" for doors up to 3'-0" wide, FBB168 4 1/2" for doors over 3'-0" wide.
- B. Locks: Medeco
- C. Door Closers: LCN-4041 Super Smoothee (Operating pressure to be suitable for use by the handicapped) and LCN Sentronic.
- D. Kick Plates: Burns - 8" high; clear plastic. (stainless steel also?)
- E. Mop Plates: 16" high, stainless steel.
- F. Armor Plates: 36" high, stainless steel.
- G. Stops: Russwin 355 (wall) or 2.0 (floor).
- H. Push Button Locks: Simplex 1000-2B
- I. Magnetic Hold-Opens: Rixon-Firemark 900 series, Sargent 1500 Series , Norton Door Controls 6900 Series (wall mount). Hold open devices shall not be thru-bolted.

4.04 HARDWARE SETS:

- A. The hardware sets listed below indicate the items of hardware required for each opening. It is the bidder's responsibility to accurately furnish the proper quantities, items, sizes, weight, and functions as required by the plans and this specification. If an opening has, through error, been omitted from the following hardware set numbers listings, it shall be the bidder's responsibility to supply hardware of equivalent quality and quantity, as that which is specified for a comparable opening.
- B. Hardware Schedule:

MAINE MEDICAL CENTER

- HW1 ENTRANCE  
Door 1  
Each to have: Lockset Function D (Classroom)  
High Security Cylinder  
Patch existing hinge cut-outs  
Closer  
Hinges  
Kickplate
- HW2 STAIRWELL DOORS  
Door 2  
Each to have: Lockset Function D (Classroom)  
High Security Cylinder  
Hinges  
Closer  
Kickplate
- HW3 TOILET  
Door 6  
Each to have: Lockset Function F (Privacy)  
Hinges
- HW4 OFFICE DOORS  
Doors 3,4,5,7,8,9,10,11  
Each to have: Lockset Function (Office)  
High Security Cylinder  
Hinges  
Closer  
Door Stop  
Magnetic Hold Open\*\*

\*\* Magnetic Hold Opens shall be connected to the fire alarm system to cause hold-opens to release and doors to close automatically whenever a fire alarm is signalled. Existing circuit is 120 volts.

END OF SECTION 08710



SECTION 09250

GYPSUM DRYWALL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Types of work include:
  - 1. Gypsum drywall applied to wood and/or metal framing and furring.
  - 2. Drywall finishing (joint tape-and compound treatment).

1.03 QUALITY ASSURANCE:

- A. Gypsum Board Standards: Comply with the applicable requirements of GA-216 "Application and Finishing of Gypsum Board" by the Gypsum Association and ANSI/ASTM C840, except where more detailed or more stringent requirements are indicated including recommendations of the manufacturer.
- B. Fire-Resistance Rating: Where gypsum drywall systems with fire resistance ratings are indicated or are required to comply with governing regulations, provide materials and installations identical with applicable assemblies which have been tested and listed by recognized laboratories acceptable to authorities having jurisdiction.
- C. Manufacturer: Obtain gypsum board products from a single manufacturer, or from manufacturers recommended by the prime manufacturer of gypsum boards.
  - 1. Subject to compliance with requirements, provide products of one of the following:
    - a. Georgia-Pacific Corp
    - b. Gold Bond Building Products Div., National Gypsum Co.

MAINE MEDICAL CENTER

c. United States Gypsum Co.

D. Allowable Tolerances: 1/8" offsets between planes of board faces, and 1/4" in 8'-0" for plumb, level, warp and bow.

1.04 SUBMITTALS

A. Product Data: Submit manufacturer's product specifications and installation instructions for each gypsum drywall component, including other data as may be required to show compliance with these specifications.

1.05 PRODUCT HANDLING:

A. Deliver drywall system components and materials in sealed containers and bundles, fully identified with manufacturer's name, type and grade; store in a dry, well ventilated space, protected from the weather, under cover and off the ground. Comply with referenced standards.

1.06 JOB CONDITIONS:

A. Environmental Conditions: Comply with referenced standards.

PART 2 - PRODUCTS

2.01 METAL SUPPORT MATERIALS:

A. Ceiling Support Materials and Systems: Not Applicable

2.02 WALL/PARTITION SUPPORT MATERIALS:

A. Studs: ASTM C 645; 20-gage unless otherwise indicated. Free of rust.

1. Depth of Section: 3-5/8", except as otherwise indicated.

2. Runners: Match studs; type recommended by stud manufacturer for floor and ceiling support of studs, and for vertical abutment of drywall work at other work.

B. Furring Members: ASTM C 645; 25-gage, hat-shaped.

C. Fasteners for Furring Members: Type and size recommended by furring manufacturer for the substrate and application indicated.

MAINE MEDICAL CENTER

2.03 SHAFTWALL SYSTEMS: Not Applicable

2.04 GYPSUM BOARD PRODUCTS:

- A. Gypsum Wallboard ASTM C 36, with tapered edges, and of types and thickness indicated; in maximum lengths available to minimize end-to-end butt joints.
  - 1. Type: Type X for all applications.
  - 2. Thickness: 5/8", except where otherwise indicated.
  - 3. Moisture resistant (Type X) where required in wet areas and as a substrate for ceramic tile.

2.05 TRIM ACCESSORIES:

- A. General: Provide manufacturer's standard trim accessories of types indicated for drywall work, formed or galvanized steel unless otherwise indicated, with either knurled and perforated or expanded flanges for nailing or stapling, and beaded for concealment of flanges in joint compound. Provide corner beads, L-type edge trim-beads, U-type edge trim-beads, special L-kerf-type edge trim-beads, and one piece control joint beads.
  - 1. Semi-Finishing type: Manufacturer's standard trim units which are not to be finished with joint compound (non-beaded).

2.06 JOINT TREATMENT MATERIALS:

- A. General: ASTM C 475; type recommended by the manufacturer for the application indicated, except as otherwise indicated
- B. Joint Tape: Perforated type.
- C. Joint Compound: Ready-mixed vinyl-type for interior use.
  - 1. Grade: A single multi-purpose grade, for entire application, except where otherwise indicated.
- D. Water-Resistant Joint Compound: Special water-resistant type for treatment of joints, fastener heads and cut edges of water-resistant backing board.

2.07 MISCELLANEOUS MATERIALS:



MAINE MEDICAL CENTER

- A. General: Provide auxiliary materials for gypsum drywall work of the type and grade recommended by the manufacturer of the gypsum board.
- B. Laminating Adhesive: Special adhesive or joint compound specifically recommended for laminating gypsum boards.
- C. Gypsum Board Fasteners: Comply with GA-216.
  - 1. Gypsum Board Nails: Comply with ASTM 514.
  - 2. Gypsum Board Screws: Comply with ASTM 646.
- D. Sound Attenuation Blankets: FS HH-I-221F, Type I; semi-rigid mineral fiber blanket without membrane, Class 25 flame-spread, thicknesses as indicated, 2.5 lb/cu.ft.
  - 1. Thermafiber (SAFB) as manufactured by U.S.G., Inc. or Architect approved equal.

PART 3 - EXECUTION

3.01 PREPARATION FOR METAL SUPPORT SYSTEMS - Not Applicable

3.02 INSTALLATION OF METAL SUPPORT SYSTEMS:

- A. Do not bridge building expansion joints with support system, frame both sides of joints with furring and other support as indicated.
- B. Ceiling Support Suspension Systems - Not Applicable
- C. Wall/Partition Support System
  - 1. Install supplementary framing, blocking and bracing to support fixtures, equipment, services, heavy trim, furnishings and similar work which cannot be adequately supported on gypsum board alone.
  - 2. Isolate stud system from transfer of structural loading to system, both horizontally and vertically. Provide slip or cushioned type joints to attain lateral support and avoid axial loading.
  - 3. Install runner tracks at floors, ceilings and structural walls and columns where gypsum drywall stud system abuts other work, except as otherwise indicated.
  - 4. Extend partition stud system through ceilings to

the structural support and substrate above the ceiling, except where indicated otherwise.

5. Space studs 16" o.c., except as otherwise indicated.
6. Frame door openings with double vertical studs securely attached by screws at each jamb either directly to frames or to jamb anchor clips on door frames; install runner track sections (for jack studs) at head and secure to jamb studs.
  - a. Provide runner tracks of same gage as jamb studs. space jack studs same as partition studs.
7. Frame openings other than door openings in same manner as required for door openings; and install framing below sills of openings to match framing required above door heads.
8. Space wall furring members 16" o.c., except as otherwise indicated.
9. Install supplementary framing, runners, furring, blocking and bracing at opening and terminations in the work, and at locations required to support fixtures, equipment, services, heavy trim, furnishings and similar work which cannot be adequately supported directly on gypsum board alone.

### 3.04 GENERAL GYPSUM BOARD INSTALLATION REQUIREMENTS

- A. Pre-Installation Conference: Meet at the project site with the installers of related work and review the coordination and sequencing of work to ensure that everything to be concealed by gypsum drywall has been accomplished, and that chases, access panels, openings, supplementary framing and blocking and similar provisions have been completed.
- B. NOT APPLICABLE
- C. Locate exposed end-butt joints as far from center of walls and ceilings as possible, and stagger not less than 1'-0" in alternate courses of board.
- D. Install wall/partition boards vertically to avoid end-butt joints wherever possible. At stairwells and

similar high walls, install boards horizontally with end joints staggered over studs.

- E. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16" open space between boards. Do not force into place.
- F. Locate either edge or end joints over supports, except in horizontal applications or where intermediate supports or gypsum board back-blocking is provided behind end joints. Position boards so that both tapered edge joints abut, and mill-cut or field-cut end joints abut. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs or on opposite sides of partitions.
- G. Attach gypsum board to framing and blocking as required for additional support at openings and cutouts.
- H. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
- I. Cover both faces of metal stud partition framing with gypsum board in concealed spaces (above ceilings, etc.).
- J. Isolate perimeter or non-load-bearing drywall partitions at structural abutments. Provide 1/4" to 1/2" space and trim edge with J-type semi-finishing edge trim. Seal joints with acoustical sealant.
- K. Space fasteners in gypsum boards in accordance with referenced standards and manufacturer's recommendations, except as otherwise indicated.

### 3.05 METHODS OF GYPSUM DRYWALL APPLICATION:

- A. Single-Layer Application: Install exposed gypsum board, and fasten at 12" o.c. over supports.
  - 1. On partitions/walls apply gypsum board vertically (parallel), unless otherwise indicated, and provide sheet lengths which will minimize end joints.
- B. Wall Tile Base: NOT APPLICABLE



- C. Fastening Methods: Apply gypsum boards to supports with screws or nails. Comply with referenced standards and manufacturer's recommendations.

3.06 INSTALLATION OF DRYWALL TRIM ACCESSORIES:

- A. General: Where feasible, use the same fasteners to anchor trim accessory flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges by nailing or stapling in accordance with manufacturer's instructions and recommendations.
- B. Install metal corner beads at external corners of drywall work, with nails or screws, crimping is not acceptable.
- C. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed, and except where plastic trim is indicated. Provide type with face flange to receive joint compound except where semi-finishing type is indicated. Install L-type trim where work is tightly abutted to other work, and install special kerf-type where other work is kerfed to receive long leg of L-type trim. Install U-type trim where edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints).

3.07 FINISHING OF DRYWALL:

- A. General: Apply treatment at gypsum board joints (both directions), flanges of trim accessories, penetrations, fastener heads, surface defects and elsewhere as required to prepare work for decoration. Prefill open joints and rounded or beveled edges, if any, using type of compound recommended by manufacturer.
  - 1. Apply joint tape at joints between gypsum boards, except where trim accessories are indicated.
  - 2. Apply joint compound in 3 coats (not including prefill of openings in base), and sand between last 2 coats and after last coat.
  - 3. All sanding shall be done by wet sanding method to minimize dust.
- B. Water-Resistant Gypsum Board Base for Ceramic Tile: NOT APPLICABLE

- C. Partial Finishing: Omit third coat and sanding on concealed drywall work which is indicated for drywall finishing or which requires finishing to achieve fire-resistant rating, sound rating or to act as air or smoke barrier.
- D. Refer to sections on painting, coatings and wall-coverings in Division 9 for decorative finishes to be applied to drywall work.

3.08 PROTECTION OF WORK:

- A. Installer shall advise Contractor of required procedures for protecting gypsum drywall work from damage and deterioration during remainder of construction period.

END OF SECTION 09250

SECTION 09510

ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of each type of acoustical ceiling is shown and scheduled on drawings, and as herein specified.
- B. Types of acoustical ceilings specified in this section include the following:
  - 1. Acoustical panel ceilings.
  - 2. Exposed suspension system.

1.03 QUALITY ASSURANCE:

- A. Installer Qualifications: Firm with not less than 3 years of successful experience in installation of acoustical ceilings similar to requirements for this project and which is acceptable to manufacturer of acoustical units, as shown by current written statement from manufacturer.
- B. Fire Performance Characteristics: Provide acoustical ceiling components that are identical to those tested for the following fire performance characteristics, according to ASTM test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction. Identify acoustical ceiling components with appropriate marking of applicable testing and inspecting agency.
  - 1. Surface Burning Characteristics: As follows, tested per ASTM E 84.
    - a. Flame Spread: 25 or less.
    - b. Smoke Developed: 50 or less.
- C. Fire Resistance Ratings: Not Applicable



MAINE MEDICAL CENTER

- D. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).

1.04 SUBMITTALS:

- A. Product Data: Manufacturer's product specifications and installation instructions for each acoustical ceiling material required, and for each suspension system, including certified laboratory test reports and other data as required to show compliance with these specifications.

1. Include manufacturer's recommendations for cleaning and refinishing acoustical units, including precautions against materials and methods which may be detrimental to finishes and acoustical performances.

- B. Samples: Set of samples for each acoustical unit required, showing full range of exposed color and texture to be expected in completed work.

1. Set of samples of each exposed runner and molding.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.

- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.

- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.06 PROJECT CONDITIONS:

- A. Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of

temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

PART 2 - PRODUCTS

2.01 ACOUSTICAL CEILING UNITS, GENERAL:

A. Standard for Acoustical Ceiling Units: Provide manufacturer's standard units of configuration indicated which are prepared for mounting method designated and which comply with FS SS-S-118 requirements, including those indicated by reference to type, form, pattern, grade (NRC), light reflectance coefficient (LR), edge detail, and joint detail (if any).

1. Mounting Method for Measuring NRC: No. 7 (mechanically mounted on special metal support), FS SS-S-118; or Type E-400 mounting as per ASTM E 795.

B. Sound Attention Performance: Provide acoustical ceiling units with ratings for ceiling sound transmission class (STC) or range indicated as determined according to AMA 1-11 "Ceiling Sound Transmission Test by Two-Room Method" with ceilings continuous at partitions and supported by a metal suspension system of type appropriate for ceiling unit of configuration indicated (concealed for tile, exposed for panels).

C. Colors, Textures, and Patterns: Provide products to match appearance characteristics indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors, surface textures, and patterns available for acoustical ceiling units and exposed metal suspension system members of quality designated.

2.02 ACOUSTICAL PANELS:

A. Match Existing

2.03 METAL SUSPENSION SYSTEMS, GENERAL:

A. Standard for Metal Suspension Systems: Match Existing.

MAINE MEDICAL CENTER

- B. Finishes and Colors: Match Existing
  - 1. High Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high humidity finishes are indicated.
- C. Attachment Devices: Size of 5 times design load indicated in ASTM C 635, Table 1, Direct Hung.
  - 1. Concrete Inserts: Inserts formed from hot-dipped galvanized sheet steel and designed for attachment to concrete forms and for embedment in concrete, with holes or loops for attachment at hanger wires.
- D. Hanger Wire: Galvanized carbon steel wire, ASTM A 641, soft temper, prestretched, Class 1 coating, sized so that stress at 3-times hanger design load (ASTM C 635, Table 1, Direct Hung), will be less than yield stress of wire, but provide not less than 12 gage.
- E. Edge Moldings and Trim: Metal or extruded plastic of types and profiles indicated or, if not indicated, provide manufacturer's standard molding for edges and penetrations of ceiling which fits with type of edge detail and suspension system indicated.
- F. Provide the following suspension grid moldings and trim in all areas of new ceilings except where noted otherwise:
  - 1. Match Existing.
- G. NOT APPLICABLE
- H. NOT APPLICABLE
- I. Manufacturer: Subject to compliance with requirements, provide suspension systems of one of the following:
  - 1. Manufacturers of Aluminum and Steel Exposed Suspension Systems:
    - a. Match Existing

2.04 EXPOSED METAL DIRECT-HUNG SUSPENSION SYSTEMS:

- A. Match Existing



2.05 MISCELLANEOUS MATERIALS:

- A. Acoustical Sealant: Resilient, non-staining, non-shrinking, non-hardening, non-skinning, non-drying, non-sag sealant intended for interior sealing of concealed construction joints.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Tremco Acoustical Sealant; Tremco.
    - b. USG Acoustical Sealant; United States Gypsum Co.
    - c. Chem-Chalk 600; Woodmont Products, Inc.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Coordination: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.
  - 1. Furnish concrete inserts, steel deck hanger clips and similar devices to other trades for installation well in advance of time needed for coordination of other work.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.

3.02 INSTALLATION:

- A. General: Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations, fire-resistance rating requirements as indicated, and industry standards applicable to work.
- B. Arrange acoustical units and orient directionally patterned units (if any) to match existing.
- C. Install suspension systems to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end

and spaced 4'- 0" along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of 1/8" in 12'- 0".

1. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
  2. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum which are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal force by bracing, counterplaying or other equally effective means.
- D. Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.
1. Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.
  2. Screw-attach moldings to substrate at intervals not over 16" o.c. and not more than 3" from ends, leveling with ceiling suspension system to tolerance of 1/8" in 12'-0". Miter corners accurately and connect securely.
- E. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Scribe and cut panels to fit accurately at borders and at penetrations.

3.03 ADJUST AND CLEAN:

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

3.04 EXTRA STOCK: NOT APPLICABLE

END OF SECTION 09510



SECTION 09650

RESILIENT FLOORING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of resilient flooring and accessories is shown on drawings and in schedules.

1.03 QUALITY ASSURANCE:

- A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

- 1. Wherever possible, provide required resilient flooring and accessories produced by a single manufacturer.

- B. Fire Test Performance: Unless otherwise indicated, provide resilient flooring having the following classifications or properties when tested in accordance with the standard fire tests referenced below:

- 1. Flame Spread: Not more than 75 as per ASTM E 84.
- 2. Smoke Developed: Not more than 450 as per ASTM E 84.
- 3. Smoke Density: Not more than 450 as per NFPA 258.

1.04 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data and installation instructions for each type of resilient flooring and accessory.

- B. Samples: Submit samples of each type, color, and pattern of resilient flooring, including accessories, required, indicating full range of color and pattern variation.

MAINE MEDICAL CENTER

- C. Certification for Fire Test Performance: Submit manufacturer's certification that resilient flooring furnished for areas indicated complies with required fire test performance and has been tested and meets indicted requirements.
- D. Maintenance Instructions: Submit manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

1.05 JOB CONDITIONS:

- A. Maintain minimum temperature of 65 deg. F (18 deg. C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 deg. F (13 deg. C) in areas where work is completed.
- B. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by manufacturer's recommended bond and moisture test.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Colors and Patterns: As shown or scheduled, or as selected by Architect from manufacturer's full range of standard and custom colors and patterns.
- B. Tile Flooring (Mannington Essentials):
  - 1. Vinyl Composition Tile: SS-T-312B(I), Type IV, Composition I, 12" x 12" x 1/8" gauge, asbestos free. Two colors in pattern as shown on drawings.
- C. Sheet Flooring: NOT APPLICABLE
- D. Accessories:
  - 1. Wall Base (Johnsonite): Provide vinyl base complying with FS SS-W- 40, Type II, with matching end stops, color as selected by the Architect.

- a. Height: 4".
  - b. Thickness: 1/8".
  - c. Style: Standard top-set cove.
  - d. Finish: Matte.
  - e. Length: 120 foot rolls. (cartons of 4' long sections will not be acceptable)
2. Resilient Stair Treads: Not Applicable
  3. Resilient Edge Strips: 1/8" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard or custom colors available; not less than 1" wide.
  4. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.
  5. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
  6. Leveling Compound: Latex type as recommended by flooring manufacturer.
  7. Resilient Transition Strip: 1/4" x 1 1/4" vinyl or rubber composition, tapered. Color as selected Architect from manufacturer's standard or custom colors available.

### PART 3 - EXECUTION

#### 3.01 PREPARATION:

- A. For the removal of existing resilient flooring and reinstallation of VCT flooring, follow the recommendations of the manufacturer. In the event the manufacturer has no literature regarding this issue, follow Armstrong World Industries installation and removal recommendations dated Fall 1988 - Spring 1989.
  - B. Remove existing tile adhesive as required to permit proper installation of new flooring.
  - C. Broom clean or vacuum surfaces to be covered, and inspect subfloor. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work.
1. Use leveling compound as recommended by flooring



manufacturer for filling small cracks and depressions in subfloors.

2. Perform bond and moisture tests on concrete slabs to determine that concrete surfaces are sufficiently cured, dried and ready to receive flooring.

3. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

### 3.02 INSTALLATION:

#### A. General:

1. Install flooring using method indicated in strict compliance with manufacturer's recommendations. Extend flooring into toe spaces, door reveals, and into closets and similar openings.

2. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.

3. Install flooring on covers for telephone and electrical ducts, and other such items as occur within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.

4. Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll flooring at perimeter of each covered area to assure adhesion.

#### B. Tile Floors:

1. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown.

2. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.
  - a. Lay tile in "checkerboard" fashion with grain reversed in adjacent tiles.
3. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

C. Sheet Flooring: Not Applicable

D. Accessories:

1. Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with corners fabricated from base materials and with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.
  - a. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
2. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed.

### 3.03 CLEANING AND PROTECTION:

- A. Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring with heavy Kraft paper or other covering.
- B. Finishing: After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories.
- C. Do not apply any polish or wax to resilient flooring.

3.04 REPLACEMENT MATERIAL:

A. Replacement Material: After completion of work, deliver to project site replacement materials from same manufactured lot as materials installed, and as follows:

1. Tile flooring, not less than one box for each 50 boxes or fraction thereof, for each type, size, and color installed.

END OF SECTION 09650



CARPETING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

- A. The extent of each type of carpeting is indicated on the drawings, and by specifications, and is defined to include carpet, cushion and accessories.
- B. Each type of required carpet is specified by data sheets, included as last pages of this section.

1.03 QUALITY ASSURANCE:

- A. Installer: Firm with not less than 2 years of carpeting experience, similar to work of this section.
- B. Manufacturer: Firm (carpet mill) with not less than 5 years of production experience with carpet similar to types specified in this section; and whose published product literature clearly indicates compliance of products with requirements of this section.

- 1. Provide carpet as manufactured by one of the following:

- a. Bentley Mills, Inc.
- b. No exceptions.

- C. General Standard: "Carpet Specifier's Handbook" by The Carpet and Rug Institute; comply with recommendations which can be reasonably applied to types of carpeting work required.

- 1. HUD Certification: Comply with "Use of Materials Bulletin UM-44c" by HUD, and with procedures for "Certification by a HUD-Approved Administrator:."

- D. Flame Spread Rating: Where carpeting is required by code to comply with fire hazard classification for flame spread, provide flooring which has been tested, rated, and certified by manufacturer as complying with following requirement:

MAINE MEDICAL CENTER

1. ASTM E 84 Flame Spread 75 or less; smoke develop 125.

- E. Maintenance Materials: Deliver specified overrun (if any) and usable scraps of carpet to Owner's designated storage space, properly packaged (paper wrapped) and identified. Usable scraps are defined to include roll ends of less than 9'-0" length, and pieces of more than 3 sq. ft. area and more than 8" wide. Dispose of smaller pieces.

1.04 SUBMITTALS

- A. Product Data: In addition to complete data on each carpet and carpeting material, provide manufacturer's certification or certified test laboratory reports for required compliances with specified tests, and provide written instructions for each type of installation required.

1. Submit certification of compliance with UM-44c.

- B. Samples: Submit sets of samples of each type of carpet specified. Show full range of colors available and lengths of exposed edge stripping.

1.05 PRODUCT DELIVERY AND STORAGE:

- A. Deliver carpeting materials in protective wrapping, and store inside, protected from weather, moisture and soiling.

1.06 WARRANTY:

- A. Provide special project warranty, signed by Contractor, Installer and Manufacturer (Carpet Mill), agreeing to repair or replace defective materials and workmanship of carpeting work during 2-year warranty period following substantial completion. Attach copies of product warranties.

PART 2 - PRODUCTS

2.01 CARPET:

- A. Data Sheets: Each required type of carpet is specified by carpet data sheets at end of this section to extent not specified by provisions of this section.

- B. Carpet for use in Waiting Room:

1. Highlander by Bentley Mills, Inc. conforming to the following specifications:

TYPE: MULTI-TEXTURED RIBBED LOOP

CARPETING 09680 - 2

MAINE MEDICAL CENTER	
MANUFACTURER TECHNIQUE:	LOOP OVER LOOP
MACHINE GAUGE:	1/8"
PILE HEIGHT/TUFTED:	HIGH 250 - LOW 156
YARN WEIGHT/TUFTED:	40 oz.
TOTAL WEIGHT:	80 oz.
TOTAL THICKNESS:	333
YARN CONTENT:	DUPONT ANTRON LUMENA SOLUTION DYED NYLON
PRIMARY BACKING:	POLYPROPYLENE
SECONDARY BACKING:	ACTION BAC
STATIC CONTROL:	ANTRON LUMENA HAS LIFE-OF-THE- CARPET PROTECTION
WIDTH:	12'
COLORFAST WARRANTY:	10 YEAR LIGHT, 5 YEAR ATMOSPHERIC CONTAMINANTS
ANTI-MICROBIAL PROTECTION:	ANTRON LUMENA HAS BUILT-IN ANTI-MICROBIAL PROPERTIES
FLAME RESISTANCE:	PASSES METHENAMINE PILL TEST DOC-FF1-70
FLOORING RADIANT PANEL:	PASSES CLASS 1-CRITICAL RADIANT FLUX GREATER THAN 0.45 WATTS/CM <sup>2</sup>
(ASTM-E-648)	
WEAR PERFORMANCE:	CARPETS OF ANTRON LUMENA ARE CERTIFIED BY DUPONT AND CARRY 10 YEAR LIMITED WEAR WARRANTY (PLEASE INQUIRE FOR DETAILS)

C. Carpet for use in office corridor:

Match Existing

2.02 CARPET CUSHIONS: NOT APPLICABLE

2.03 CARPET ACCESSORIES:

A. Tackless Carpet Stripping: NOT APPLICABLE

B. Carpet Edge Guard, Nonmetallic: Extruded or molded vinyl or rubber carpet edge guard of size and profile indicated; colors selected by Architect from among standard colors available within the industry (any manufacturer).

C. Installation Adhesive: Water-resistant type as recommended by carpet or cushion manufacturer, and which complies with flammability requirements for installed carpet.

D. Seaming Cement: Hot-melt seaming adhesive or similar product recommended by carpet manufacturer, for taping seams and buttering cut edges at backing to form secure seams and prevent pile loss at seams.

E. Miscellaneous Materials: As recommended by  
CARPETING 09680 - 3



MAINE MEDICAL CENTER

manufacturers of carpet, cushions and other carpeting products; and selected by Installer to meet project circumstance and requirements.

PART 3 - EXECUTION

3.01 PRE-INSTALLATION REQUIREMENTS:

- A. Installer must examine substrates for moisture content and other conditions under which carpeting is to be installed, and notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Clear away debris and scrape up cementitious deposits from surfaces to receive carpeting; vacuum clean immediately before installation. Check concrete surfaces to ensure no "dusting" through installed carpet; apply sealer where required to prevent dusting.
- C. Sequence carpeting with other work so as to minimize possibility of damage and soiling of carpet during remainder of construction period.

3.02 INSTALLATION:

A. General:

- 1. Comply with manufacturers' instructions and recommendations for seam locations and direction of carpet; maintain uniformity of direction and lay of pile. At doors, center seams under doors or as directed by Architect; do not place seams in traffic direction at doorways.
- 2. Extend carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcoves and closets of each space.
- 3. Provide cut-outs where required and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.
- 4. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.
- 5. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

B. Glue-Down Installation:

MAINE MEDICAL CENTER

1. Fit sections of carpet into each space prior to application of adhesive. Trim edges and butter cuts with seaming cement.
2. Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll lightly to eliminate air pockets and ensure uniform bond. Remove adhesive promptly from face of carpet.
3. Install carpet by glue-down installation in all corridors, public spaces, and handicapped dwelling units.

C. Stretch-in-Tackless Installation: NOT APPLICABLE

3.03 CLEANING AND PROTECTION:

- A. Remove debris, sorting pieces to be saved from scraps to be disposed.
- B. Vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed.
- C. Advise Contractor of protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.
- D. Restretching: Return to installation after approximately 6 months of occupancy and use; restretch carpet in each space, repair faults in seaming, trim and adjust carpeting at edges.

PART 4 - SCHEDULE

4.01 CARPET DATA SHEET

END OF SECTION 09680

PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to the work of this section.

1.02 DESCRIPTION OF WORK:

- A. Extent of painting work is shown on drawings and schedules, and as herein specified.
- B. The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.
  - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
  - 2. Some systems specified utilize materials and application methods requiring more than normal skills and techniques for mixing, handling and application than normal paint systems.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard colors available for materials.
- F. Following categories of work are not included as part of field-applied finish work, or are included in other sections of these specifications.
  - 1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel,



## MAINE MEDICAL CENTER

miscellaneous metal, hollow metal work, and similar items. Also, for fabricated components such as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories.

- a. Repair of damaged prime coats with compatible material is included as part of this section.
2. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, elevator entrance frames, doors and equipment.
3. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
4. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
5. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.
  - a. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

### 1.03 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

MAINE MEDICAL CENTER

- B. Samples: Submit samples for Architect's review of color and texture only.

1.04 DELIVERY AND STORAGE:

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. number, if applicable.
  - 3. Manufacturer's stock number and date of manufacturer.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color, name and number.
- B. Store materials not in actual use in tightly covered containers in well ventilated, enclosed spaces.
- C. Take precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of special coatings.
- D. Provide ventilation (to exterior) to remove odors from solvents or solvent based paints and cleaners.

1.05 JOB CONDITIONS:

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 deg. F (10 deg. C) and 90 deg. F (32 deg. C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.
  - 1. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
- C. Scaffolds or staging required for the proper execution of the work shall be erected, maintained and removed in a safe and careful manner, using sound lumber, ladders or metal staging. Extreme care shall be taken in

3 MEDICAL CENTER

fastening, bracing and handling and staging to avoid scratching or otherwise damaging other work.

2 - PRODUCTS

1 COLORS AND FINISHES:

- A. Paint colors, surface treatments, and finishes, are indicated in "schedules" in the contract documents.
- B. Prior to beginning work, Architect will make selection from manufacturer's complete range of colors for surfaces to be painted.
- C. Color Pigments: Pure, nonfading, applicable types to suit substrates and service indicated.
- D. Paint Coordination: Provide finish coats as scheduled. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

2.02 MATERIAL QUALITY:

- A. Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
  - 1. Proprietary names used to designate colors or materials are intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
  - 2. Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- B. Materials are designated in schedules by reference to products of the DeVoe & Reynolds Company (Commercial/Residential), no exceptions.

PART 3 - EXECUTION

3.01 INSPECTION:



MAINE MEDICAL CENTER

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Architect/Owner.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.02 SURFACE PREPARATION:

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures (outlet/switch places), and similar items in place and not to be finish-painted, or provide surface applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
  - 2. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
  - 3. All surfaces to be finished must be put in proper condition for finishing by cleaning, sanding and patching operations, and shall not be painted until any and all defects have been properly repaired.
- B. Cementitious Materials: Not Applicable
- C. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot

## E MEDICAL CENTER

sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

1. Prime, stain, or seal wood required to be painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
  2. When transparent finish is required, use polyurethane for backpriming.
  3. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.
- D. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
1. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.
- E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

### 3.03 MATERIALS PREPARATION:

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
- D. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

MAINE MEDICAL CENTER

- E. Split Coats: Mix split-coats accurately in the proportions specified or recommended by the manufacturer, where enamels or high-gloss paint systems require split-coats to ensure proper bond or adhesion of the succeeding coats, or where split-coats are specified.

3.04 APPLICATION:

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. The number of coats and paint film thickness required is same regardless of the application method.
  - 1. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
  - 3. Paint interior surface of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
  - 4. Sand lightly between each succeeding enamel or polyurethane coat.
  - 5. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.



MAINE MEDICAL CENTER

- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness (DFT) as indicated or, if not indicated, as recommended by coating manufacturer. DFT is per coat scheduled.
  
- D. Brush Applications: Brush-out and work brush coats onto the surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
  - 1. Brush apply primer or first coats, unless otherwise permitted to use mechanical applicators.
  
- E. Mechanical Applications: Use mechanical methods for coating application when permitted by coating material manufacturer's recommendations, governing ordinances, and trade union regulations.
  - 1. Wherever spray application is used, apply each coat to provide equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by coating material manufacturer.
  
- F. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed in mechanical equipment rooms and in occupied spaces, except piping which is to be painted wherever exposed.
  
- G. Mechanical items: NOT APPLICABLE
  
- H. Electrical items: NOT APPLICABLE
  
- I. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
  - 1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
  
- J. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

MAINE MEDICAL CENTER

- K. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
  - 1. Provide satin finish for final coats, unless otherwise indicated.
- L. Application of Texture Finish: Not Applicable
- M. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.05 CLEAN-UP AND PROTECTION:

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
  - 1. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
  - 1. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
  - 2. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

UJ PART 4 - SCHEDULE

UJ

4.01 INTERIOR PAINT SYSTEMS: (Commercial/Residential)

IPS - 1 Through 4 Not Applicable

IPS - 5 Gypsum Drywall (All Areas Unless Otherwise Noted):  
First Coat - Wonder Tone Primer/Sealer - 50801-01  
Second Coat - Regency, Satin - 3549-01  
Third Coat - Regency, Satin - 3549-01

PAINTING 09900 - 9

MAINE MEDICAL CENTER

- IPS - 6 Ferrous Metal: NOT APPLICABLE
- IPS - 7 Zinc-Coated Metal: NOT APPLICABLE
- IPS - 8 Stained Woodwork (Doors, Casework not prefinished):  
First Coat - Devoe Paste Wood Filler ( for opened grain wood )  
Second Coat - Zar - Sanding/Sealer, Quick-Dry Polyurthane  
Third Coat - Zar-Aqua, Water Based Polyurthane,
- IPS - 9 Natural Finish Woodwork (Handrails, shelving, previously natural doors, etc.):  
First Coat - Devoe Paste Wood Filler ( for opened grain wood )  
Second Coat - Wonderwood Stain  
Third Coat - Wonderwood Satin
- IPS - 10 Painted Woodwork (Previously painted doors, etc.):  
First Coat - Alkyd Enamel Underwood Underbody  
Second Coat - Regency, Semi Gloss - 3849-01  
Third Coat - Regency, Semi Gloss - 3849-01
- IPS - 11 Cotton or Canvas Covering over Insulation (Exposed to view): NOT APPLICABLE
- EPS - 12 Painted Exterior Woodwork: NOT APPLICABLE

END OF SECTION 09900