

SECTION 00800
SUPPLEMENTARY CONDITIONS

1. STANDARDS USED FOR THIS PROJECT

- a. Where possible, products or processes mentioned in these specifications shall be related to the appropriate standard specifications of recognized organizations.
- b. Codes, standards and publications of private and public bodies mentioned in these specifications, and other such standards and specifications, refer to the latest additions thereof at the time of taking bids.

2. DEFINITIONS

The following definitions shall apply when used in these contract documents:

- a. "Furnish" shall mean supply and deliver to project site.
- b. "Provide" shall mean furnish and install, complete and ready for intended use.
- c. "Install" shall mean to place in position for service or use.

3. FIRE PROTECTION

- a. The Contractor shall take all necessary precautions to insure against fire during construction. The Contractor shall be responsible that the area within contract limits is kept orderly and clean, that the combustible rubbish is promptly removed from the site. No rubbish will be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand.
- b. Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

4. COOPERATION

- a. It is the responsibility of the Contractor to work in cooperation with sub-contractors and the Owner's crews at the site.
- b. At no time shall pedestrian access or egress to buildings be cut off by equipment, stockpiled material or barricades.

5. EMERGENCIES

The Contractor shall furnish to the Architect, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an out-of-hours emergency at the construction site.

6. TEMPORARY WEATHER PROTECTION

- a. The Contractor shall provide all temporary closures, coverings, weather protection, etc., required for the protection of structures built and work done under this Contract during the period of the Contractor's operations. At the end of each day's work all new and existing work likely to be damaged shall be covered.
- b. Materials for making instant weather protection shall be kept on hand at all times. Materials used for temporary protection shall be subject to the approval of the Owner's Representative. Tarpaulins must be flameproof type.
- c. Any damage to existing buildings, and/or their contents caused by insufficient or inadequate weather protection or maintenance of such protection, shall be made good by the Contractor to the Owner's satisfaction.

7. TEMPORARY PROTECTION

- a. The Contractor shall protect all streets, curbs, lawns, shrubs, and sidewalks and, if damaged, shall make all necessary repairs at the Contractor's own expense.
- b. The Contractor shall provide and maintain barricades or roped off areas when working above or where danger may result from falling material or debris.
- c. The Contractor shall provide and maintain guard lights at all nighttime barricades, railings, obstructions in the streets, roads or sidewalks.
- d. Snow and Ice: The Contractor shall remove all snow and ice as may be required for the proper protection and/or execution of the work.

8. TEMPORARY DUSTPROOF PROTECTION

- a. Prior to performing any demolition or removal work on a building, the Contractor shall provide temporary dustproof protection around the area of work as required to prevent dust or flying particles from entering occupied areas of building.
- b. Where the possibility of damage to areas adjacent to work exists, the Contractor shall avoid any damage by covering surfaces with plywood and tarpaulins. Upon completion, remove all protection, debris of any kind, and make such surface repairs as required by the Owner.

9. USE OF EQUIPMENT

If the University permits the Contractor to use any of the University's equipment, tools, or facilities, such use will be gratuitous, and the Contractor shall release the University from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities, irrespective of the condition thereof or any negligence on the part of the University in permitting their use.

10. REPAIR OF DAMAGED AREAS

Repair all streets, drives, curbs, sidewalks, fences, poles, and lawns where disturbed by construction operations, and leave them in as good condition after completion of the work as before operations started.

11. NON-DISCRIMINATION IN EMPLOYMENT

In the execution of the Contract, the contractor, all sub-contractors and suppliers agree to take affirmative action to be sure that persons are employed on the basis of occupational qualifications without regard to race, color, creed, national origin, ancestry or sex. The provisions of the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, related to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The University of Maine System has an affirmative action program. Further, there shall be no discrimination in employment of qualified individuals because of handicap.

12. CONFLICTS - PLANS AND SPECS

- a. In the event of conflict or discrepancies in the Contract Documents, then the following shall govern in the order stated:
 1. Figured dimensions on the plan shall govern over all scale drawings, except those designated as full size drawings.
 2. Large scale details shall govern over small scale drawings.
 3. Figured dimensions in specifications shall govern over scale drawings without figured dimensions.
 4. Specifications shall govern over plans and general notes insofar as quality of material, quality of workmanship and composition of materials are concerned.
- b. The hierarchy of precedence above does not authorize the Contractor to decide which of the conflicting versions to follow for construction. The Architect/Engineer is the sole party authorized to resolve conflicts in the documents.

13. WORK SCHEDULES

- a. The work shall be performed with a minimum of inconvenience to the Owner. The Contractors shall work closely with the Owner's Representative and schedule work accordingly.
- b. When it becomes necessary to shut down any facilities in the building or any portion of the building, the Owner's Representative shall be contacted and such arrangements made with a minimum of 24-hours notice to the Owner's Representative.

14. SALVAGE

All materials removed from the building as part of this work shall become property of the contractor unless specific specification section states otherwise.

15. VERIFYING MEASUREMENTS

General Contractor and all Subcontractors shall verify measurements given with existing work and conditions found at the building and accommodate work thereto.

16. LIQUIDATED DAMAGES

- a. The Date of Completion is stated in the Proposal Form Section and in the Contract Form Section. If the Contractor finds it impossible to complete the work on or before the said Date of Completion, the Contractor may make a written request to the Architect for an extension of time setting forth therein the reasons for the request. If the Architect finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Architect may extend the Date of Completion in such amount as, in the Architect's judgment, the conditions warrant. The said new Date of Completion shall then be in full force and effect the same as though it were the original Date of Completion.
- b. Time is an essential element of the Contract and it is important the work be pressed vigorously to completion. The cost to the Owner of administration Contract, inspection and supervision will be increased as the time occupied in the work is lengthened.
- c. For each calendar day that any work shall remain uncompleted after the Date of Completion specified in the Contract, the amount per day, listed below in the Schedule of Liquidated Damages, shall be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the Date of Completion granted by Contract Change Order.

SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Contract Amount</u>	<u>Amount of Liquidated Damages Per Day</u>
More than \$ 10,000 and less than \$ 50,000	100.00
More than 50,000 and less than 100,000	150.00
More than 100,000 and less than 250,000	200.00
More than 250,000 and less than 500,000	250.00
More than 500,000 and less than 1,000,000	375.00
More than 1,000,000	500.00

17. Under Article 22 of Section 00710, this project has been defined as (select appropriate term):

Major Renovations and/or Addition with Existing University System Building;

18. LEAD-CONTAINING PAINT

The University of Maine System presumes that painted surfaces in the 1974 portion of the building may contain lead, based on the age and construction of that portion of the building. Although no

testing has been conducted to support the presumption, the Contractor is required to comply with all applicable local, state and federal regulations with respect to lead-containing material. Contractor shall use care to ensure that University personnel, students, and/or visitors are not exposed to hazardous materials resulting from construction or renovation activities. Contractor shall conform with local, state, and federal regulations with respect to proper disposal of construction debris, including lead-containing materials. Contractor shall submit appropriate documentation showing that construction debris, including presumed or confirmed lead containing materials, have been appropriately disposed of or recycled.

19. Comprehensive General Liability shall be provided in an occurrence form.

END OF SUPPLEMENTARY CONDITIONS

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