

PORTLAND HIGH SCHOOL BUILDING REPAIR PROJECT

WALL				CEILING		FLOOR OR ROOF DECK ABOVE			PLAN ROOM NO:	INSPECTION		
NETL BRCK WYTHE	INTEL INSTALLED	FRESTOP	CABLE SLEEVE	SUPPORT FRAME	LATH & WRETE	PLASTER FRESTOP	SUPPORT FRAME	GRCT REPAIR	SKEWBACK REPAIR	FRESTOP	BY	DATE
						INSTALL by COAR dc plaster Apply in approx					ROD	11/29/84
						END GRCT PLASTER OUTING					RAD	11/30/84
						Attend Small Hibs Complete						

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
RECEIVED  
DEC 7 1984



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

Location of Construction: <b>284 Cumberland Ave</b>		Owner: <b>City of Portland School Dept</b>		Phone:	Permit No: <b>950015</b>
Owner Address:		Leasee/Buyer's Name:		Business Name:	
Contractor Name: <del>XXXXXXXXXXXXXXXXXX</del> <b>Coastal Mechanical, Inc.</b>		Address: <del>XXXXXXXXXXXXXXXXXX</del> <b>53 Darling Ave So. Ptld,</b>		Phone: <b>780-8022</b>	
Past Use:  <b>School</b>  <b>Portland High School</b>		Proposed Use:  <b>Same</b>  <b>Rm 302 &amp; Attic</b>		COST OF WORK: <b>\$ 27,000.</b>	PERMIT FEE: <b>\$ 153.00</b>
Proposed Project Description:  <b>Make Interior Renovations (Ceiling Repair)</b> <b>Room 302 &amp; Attic</b>		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <b>E</b> Type: <b>B</b> <b>BOC 8-93</b>	
Permit Taken By: <b>Mary Gresik</b>		Date Applied For: <b>3 Jan 95</b>		Signature: <i>[Signature]</i>	

**PERMIT ISSUED**  
**JAN 10 1995**

**CITY OF PORTLAND**

Zoning Approval: **MS**

Special Zone or Reviews:

- Shoreland
- Wetland
- Flood Zone
- Subdivision
- Site Plan maj  minor  mm

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: **1/4/95**

*[Signature]*

**PERMIT ISSUED WITH LETTER**

**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 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 **Calvin Busch** ADDRESS: DATE: **3 Jan 95** PHONE:

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE: **White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File** PHONE: **red-Inspector**

CEO DISTRICT **2**  
*[Signature]*

COMMENTS

\* Inspection Notes are on file w/ P.H.S. Notes during the close due to skylight collapse.

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

Inspection Services  
P. Samuel Hoffses  
Chief



Planning and Urban Development  
Joseph E. Gray Jr.  
Director

CITY OF PORTLAND

January 10, 1995

RE: Room 302 and attic  
Portland High School

Coastal Mechanical, Inc.  
53 Darling Ave.  
So. Portland, Me. 04106

Dear Sir:

Your application to make interior renovations (ceiling repair), has been reviewed and a permit is herewith issued subject to the following requirement: This permit does not preclude the applicant from meeting applicable state and Federal laws.

No Certificate of Occupancy can be issued until all requirements of this letter are met.

1. This permit is being issued with the understanding that there will be NO deviation from the approved plan without a letter submitted to this office from the designer, David K. Pinkham, PE-4433.

If you have any questions regarding this requirement, please do not hesitate to contact this office.

Sincerely,

P. Samuel Hoffses  
Chief of Inspection Services

/el

cc: LT. Gaylen McDougall, Fire Prevention Officer

#2

# ROOM 302 CEILING REPAIR PROJECT

Portland High School  
284 Cumberland Avenue  
Portland, ME 04101

Portland School Department  
331 Veranda Street  
Portland, ME 04104

October 1994

*Received  
4/Jan/95  
H*

Prepared by:

Pinkham & Greer Consulting Engineers, Inc.  
170 U.S. Route One  
Falmouth, ME 04105

(207) 781-5242



**Room 302 Ceiling Repairs Project**

**Portland High School  
284 Cumberland Avenue  
Portland, ME 04101**

**Portland School Department  
331 Verand Street  
Portland, ME 04104**

**October 1994**

**Prepared by:**

**Pinkham & Greer Consulting Engineers, Inc.  
170 U.S. Route One  
Falmouth, ME 04105**

**(207) 781-5242**

NOTICE TO CONTRACTORS  
PUBLIC SCHOOL PROJECT

Sealed Proposals, in envelopes plainly marked Proposal For:

Room 302 Ceiling Repairs  
Portland High School  
Bid No. 95-905-007

Brief Job Description:

The work consists of the construction of approximately 900 square feet of new gypsum wall board (GWB) ceiling consisting of 2 layers of 5/8" GWB supported by light gage metal framing; approximately 1,000 square feet of acoustical tile ceiling on a metal suspension system; minor GWB work; installation of new light fixtures; construction of new access platforms for existing mechanical equipment and minor structural renovations in the "attic" above the third floor. Access platforms will consist of light gage metal framing and fire retardant treated lumber and plywood.

Also included are repair of holes and damaged plaster in the existing metal lath and plaster ceiling and painting of ceilings at various locations on the third floor. This work will be done on a time and materials basis.

Addressed To:

Portland Public Schools  
321 Veranda Street  
Portland, Maine 04103

will be opened and read aloud at business office at the above address at 2:30 PM, on November 10, 1994.

Proposals must be accompanied by certified or cashiers check for 5% of the Proposal, or a satisfactory Bid Bond in a similar amount. The Owner reserves the right to waive all formalities, and reject any and all Proposals, or to accept any Proposal. Proposals shall be submitted on the attached proposal form.

The successful Bidder will be required to furnish a 100% Contract Performance Bond and a 100% Contract Payment Bond to cover the execution of the Work.

Any proposal that contains an escalation clause will be invalid.

Plans and Specifications may be obtained from:

Office of Building Services  
Portland Public Schools  
331 Veranda Street  
Portland, Maine 04103

Plans and Specifications may be examined at:

F.W. Dodge Corp.  
47 Atlantic Place  
So. Portland, Maine 04106

The Dunlap Agency  
31 Court Street  
Auburn, Maine 04210

AGC Plan Room  
Augusta, Maine 04333

Construction Summary  
734 Chestnut Street  
Manchester, NH 03104

OWNER: Portland Public Schools

Richard Jones  
Facilities Manager  
(207) 874-8126

NOTE: Call to verify availability of documents.

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Bid Form

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Bid #95-905-002

**ROOM 302 CEILING REPAIR PROJECT  
PORTLAND HIGH SCHOOL**

**TABLE OF CONTENTS**

Instructions to Bidders	IB/1
Bid Form	BF/1
Contract Agreement	CF/1
Standard General Conditions	SGC/1
Special Provisions	SP/1

**SPECIFICATIONS:**

Section 01010	Summary of the Work
Section 05400	Cold-Formed Metal Framing
Section 09260	Gypsum Board Systems
Section 09511	Acoustical Panel Ceilings

**DRAWINGS:**

Drawing S1	Room 302 Plans & Sections
Drawing S2	Ceiling Framing & Attic Catwalk Layout
Drawing S3	Framing Sections & Details

INSTRUCTIONS TO BIDDERS

Bid #95-905-007

A. Examination of Contract Documents and Site

1. Mandatory Pre-Bid Meeting: Tuesday, November 1, 1994, at 3:30 PM at the Portland High School.

At the time of the opening of Proposals, 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 document shall in no way relieve any Bidder from any obligation in respect to his/her Proposal.

It is of utmost importance that Bidders examine the Bidding Documents and existing conditions at the site in order to familiarize themselves with the extent of the work, the accessibility of the areas where the work is to be done, and the nature of existing conditions. The submittal of a Bid will constitute an incontrovertible representation by the Bidder that he/she is familiar with the nature and the complexity of the work to be done.

Additional site visits may be arranged by calling the Building Services Office telephone 874-8126.

2. Each Bidder shall examine all contract documents noting particularly all requirements which will affect the work in any way. Failure of a Bidder to fully acquaint him/herself with the amount and nature of work required to complete the project or to take his/her own measurements will not be considered subsequently as a basis for extra compensation.

3. Should a Bidder find discrepancies in or omissions from the documents or should he/she be in doubt as to their meaning, he/she should at once notify Portland Public Schools (PPS) and written instructions will be sent to all Bidders. Portland Public Schools will not be responsible for any oral instructions.

4. The wording of this proposal shall be retained throughout without change, alteration, or addition. Should the Bidder submit a proposal not in compliance with this article, that proposal shall be subject to disqualification.

5. The Contractor assumes full responsibility and liability for acquiring any license or permission to utilize patented processes or systems which may be needed to complete the work. The Contractor will indemnify the Client or those acting with the Client against any claims of patent infringement.

B. General Provisions

1. Each bid must be accompanied by a 10% deposit for contracts that have a total value of up to \$5,000.00 and a 5% bid deposit for contracts that have a total value of more than \$5,000.00. The bid deposit may be a properly certified check, bank treasurer's check, bank cashier's check, bank money order, or a bid bond. Checks and money orders shall be made payable to the City of Portland and shall be deposited in its account. Such deposits will be returned to All Bidders within a reasonable time after the contract is signed. If the successful Bidder fails to sign and return the contract with required certificate of insurance, performance bond, and labor and materials bond within fourteen (14) days after notification that it is ready for signature, his/her bid will lapse at the election of the City and his/her bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damage.

2. The successful Bidder shall agree to defend, indemnify and save the City harmless from all losses, costs, or damages caused by his/her acts or those of his/her agents, and before signing the contract will produce evidence satisfactory to the Corporation Counsel of the City of Portland that he has secured Automobile and Public Liability Insurance coverage in the amount or not less than \$300,000.00 combined single limit for personal or bodily injury, death or property damage, protecting the Contractor and naming the City as an additional insured from such claims, and Worker's Compensation Insurance. The City disclaims any responsibility for injury to Contractors, their agents or others while examining the job site or at any other time.

3. The successful Bidder, upon execution of the contract, will be required to furnish a Contract Performance Bond and a labor and material payment bond in the full amount of the bid issued by a surety company authorized to do business in the State of Maine and as approved by Portland Public Schools. If the bid amount is less than \$25,000, the successful Bidder shall furnish Lien Waivers for all labor and materials in connection with the work covered by this bid, or shall provide an Irrevocable Letter of Credit in the amount of the bid.

4. No bid may be withdrawn within a period of sixty (60) days after the opening of bids.

5. Any item of materials, equipment, or labor not mentioned in these specifications but required to complete the specified work must be included in the bid by the Bidder.

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6. The successful Bidder shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with best trade policy and be in conformance with any and all pertinent industry standards, as well as any and all pertinent local, state and federal government regulations (including all agencies and/or subdivisions thereof) in effect during the contract period.

7. Late mail deliveries make it important for Bidders to allow extra time if bids are being mailed as late bids will not be considered.

8. All work shall be performed in accordance with best trade practices. All waste materials shall be removed from the work site and the area cleaned within twenty four (24) hours after completing the work. Any equipment or building structure damaged by the Contractor shall be repaired or replaced to the satisfaction of the City.

9. Any Bidder having questions regarding this bid may call the Facilities Manager, 331 Veranda Street, Portland, Maine, telephone (207) 874-8126.

10. The City of Portland reserves the right in its sole discretion to waive any informality or irregularity in any bid, to reject any or all bids wholly or in part, to call for rebids, to make all determinations as to acceptable bids and/or quality and suitability of items, to negotiate with any Bidder, or to accept any bid even if that bid is not the lowest bid should the City determine in its judgment that it is in its best interest to do so.

11. Bidders shall submit their bids on the proposal form provided, and all information must be filled in before the bid can be considered for award.

12. It is the custom of the City of Portland to pay its bills within thirty (30) days following delivery and receipt of bills for all items covered by the contract. In submitting bids under these specifications, Bidders shall take into account all discounts allowed in accordance with the above payment policy. Payment will only be made on completion and acceptance of the work by the Facilities Manager, Portland Public Schools.

13. The City of Portland is exempt from the payment of Federal Excise Taxes on articles not for resale and from Federal Transportation Tax on all shipments. Bidders shall quote less these taxes. Upon application, exemption certificates will be furnished when required.

14. The City of Portland is exempt from the payment of Maine State Sales and Use Taxes, and such taxes should not be included in bids.

15. The contractor must warrant at a minimum that all work shall be free of all defects in equipment, material and workmanship and shall operate and be fit for normal use and wear one (1) year from the date of acceptance.

The Contractor agrees to repair, adjust and/or replace (whichever will be in the City's best interest) any defective equipment, materials or other parts of the system (as well as all parts of the system damaged or destroyed as a result of such defect) during the first year at the Contractor's sole cost and expense.

16. No person acting for or employed by the City of Portland, Maine, shall have a direct or indirect interest in the proposal or in any portion of the profits which may be derived therefrom.

C. Start Date, Completion Date, and Liquidated Damages

1. Work covered by this contract at Portland High School shall start as soon as possible following opening of the bids and shall be 100% completed by December 30, 1994. If Portland Public Schools finds that the work was delayed because of conditions beyond the control of and without fault of the Contractor, it may extend the date of completion, in writing, and the revised date shall then be in force and effect as though it were the original date of completion. Any request to extend the date of completion must be submitted to Portland Public Schools at least five (5) work days prior to the original completion date.

2. Time is an essential element of the contract. Prompt starting and completion times are desired and will be considered as a factor in determining the award of this bid. Bidders shall indicate on the bid proposal form the proposed start date for the project the number of work days needed thereafter to complete the work.

3. For each calendar day that any work specified in this bid remains uncompleted after the date specified in the contract, \$150.00 shall be deducted from any monies due the Contractor not as a penalty but as liquidated damages provided; however, that due account shall be taken of any adjustments to the date of completion as provided for above.

IB/4

D. Permits

The Contractor shall obtain all permits and pay for the same. The Contractor shall be responsible for obtaining all permits and pay for the same prior to the start of work. Payment will be made by the City of Portland.

E. Workmanship

1. The work shall be done in a workmanlike manner.

2. The work shall be done in a consistent manner throughout the project. The Contractor shall be responsible for their own weather conditions and shall be responsible for the work.

F. Scheduling

All work shall be done in a timely manner. Facilities shall be available for the building work. Work shall be scheduled so as not to interfere with the normal operation of the building. Room 3 shall be available for the work.

G. Approval

Any reference to a brand name shall be more clearly stated. The term "or equivalent" shall not be used. The character, quality and purpose for which the work is to be done shall be specified.

H. Funding

No special funding is required.

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D. Permits

The Contractor shall give all required notices, file all required plans relative to the work specified herein with the proper authorities, and shall secure all permits and pay all fees for the same prior to installation. Copies of all required permits must be given to the Facilities Manager before the final request for payment will be processed.

E. Workmanship

1. The Contractor shall give his/her personal supervision to the work and shall comply with the time schedule as agreed.

2. The work shall progress as rapidly as possible and shall be consistent with good workmanship. It shall be the responsibility of the Contractor to have sufficient materials on hand prior to their need and in such quantities that transportation delays, weather conditions, or other parties will not impede the progress of the work.

F. Scheduling

All work must be coordinated with the School Department's Facilities Manager and with the Building Administrator. The building will be in use during regular school hours and work must be scheduled for after school hours or non-school days. Work shall not interfere with scheduled use of the building. Classrooms other than Room 302 and rooms immediately adjacent will be scheduled to be available to the Contractor for specific days.

G. Approved Equal

Any reference to a particular manufacturer's product either by brand name or description has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "approved equal" is defined as meaning any other make which, in the opinion of Portland Public Schools, is of such character, quality, and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified.

H. Funding

No special conditions for this bid.

Bid #95-905-007

BID PROPOSAL FORM

ROOM 302 CEILING REPAIRS  
PORTLAND HIGH SCHOOL

The undersigned, who hereby proposes to perform a CEILING REPAIR PROJECT in Room 302 at Portland High School according to the bid specifications from the City of Portland School Department, also certifies that no person acting for or employed by the City of Portland, Maine, has a direct or indirect interest in this proposal or any portion of the profits which may be derived therefrom.

The undersigned, having carefully examined the form of contract, general conditions, and specifications, and having examined the work site and conditions affecting the work, proposes to furnish all labor, equipment, and materials for and reasonably incidental to completion of the project in accordance with the specifications and contract for the amount of:

**BASE BID:**

LUMP SUM AMOUNT BID:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

**UNIT PRICE (TIME AND MATERIALS) ITEMS:**

UNIT PRICE ITEM NO. 1: Painting Crew

Unit Cost Per Hour:

\_\_\_\_\_ Per Crew Hour  
(Words)

\$ \_\_\_\_\_ Per Crew Hour  
(Figures)

Estimated Quantity: 40 Crew Hours

Total Amount:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Description of Crew: \_\_\_\_\_  
\_\_\_\_\_

UNIT PRICE ITEM NO. 2: Plaster/Gypsum Wall Board Ceiling Crew

Unit Cost Per Hour:

\_\_\_\_\_ Per Crew Hour  
(Words)

\$ \_\_\_\_\_ Per Crew Hour  
(Figures)

Estimated Quantity: 40 Crew Hours

Total Amount:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Description of Crew: \_\_\_\_\_  
\_\_\_\_\_

THIS PROPOSAL ACKNOWLEDGES THE RECEIPT OF ADDENDA NOS. \_\_\_\_\_.

PROPOSED START DATE: \_\_\_\_\_

NUMBER OF WORK DAYS NEEDED TO COMPLETE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Corporation or Firm)

SIGNATURE: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or Printed Name)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

BF/2

AGREEMENT  
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C O N T R A C T   A G R E E M E N T

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1994, by and between THE CITY OF PORTLAND SCHOOL COMMITTEE, hereinafter called the "COMMITTEE" and <CONTRACTOR NAME> hereinafter called the "CONTRACTOR."

W I T N E S S E T H :

WHEREAS, the COMMITTEE did advertise by Bid #95-905-007 entitled:  
ROOM 302 CEILING REPAIR PROJECT  
PORTLAND HIGH SCHOOL

WHEREAS, the CONTRACTOR did under date of \_\_\_\_\_, submit a proposal for such work; and

WHEREAS, after due consideration of all the bids, the COMMITTEE did award the bid to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. CONTRACTOR will furnish the materials, supplies, equipment, and labor in accordance with the specifications contained in the Notice, Instructions to Bidders, and Specifications of Bid #95-905-007 ROOM 302 CEILING REPAIR PROJECT - PORTLAND HIGH SCHOOL and in accordance with the CONTRACTOR'S Proposal. Copies of said Notice, Instructions to Bidders, Specifications, Request for Bid Proposal, and CONTRACTOR'S proposal are attached to this Agreement and made a part thereof as exhibits A and B.

The restatement in this Agreement of any of the terms of said Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a discrepancy is found between the said attachments and this Agreement, then this Agreement shall govern.

2. CONTRACTOR covenants and agrees that all work performed and furnished hereunder shall be free from all defects, and that all work shall be performed in a good workman like manner. Unless a longer warranty period is specified in the attachments hereto, all work provided hereunder shall be warranted by CONTRACTOR for one (1) full year from the date of completion of all work hereunder and acceptance thereof by the Committee. Notwithstanding the foregoing, any longer period specified in the attachments shall stand in effect.

CF/1

ling Crew

Crew Hour

Crew Hour

(Figures)

IP: \_\_\_\_\_

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3. CONTRACTOR will supply the COMMITTEE with a performance bond and labor and materials payment bond, each in the amount of <BID AMOUNT>, guaranteeing one hundred percent performance of this Agreement free and clear of any and all liens, attachments, and encumbrances. Prior to final payment hereunder, CONTRACTOR shall sign a waiver of lien for all work, labor, materials or supplies furnished under this Agreement and agreeing to defend and indemnify the COMMITTEE from the claims of any subcontractors or suppliers acting through or on behalf of CONTRACTOR.

4. Prior to the execution of this Agreement, CONTRACTOR will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts not less than \$300,000.00 combined single limit for bodily injury, death, and property damage, naming the COMMITTEE as an additional insured thereon, and also Worker's Compensation Insurance coverage. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days notice to COMMITTEE of termination of insurance from insurance company or agent. Builder's Risk insurance, if desired by the CONTRACTOR for work performed under this agreement, is the responsibility of the CONTRACTOR. Such certificate of insurance will be provided for each contract period.

5. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COMMITTEE, its officers, and employees from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense arising out of or resulting from the performance of this Agreement provided that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligence, act, or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

6. The CONTRACTOR agrees to begin the work on \_\_\_\_\_ and complete all the work by December 30, 1994. The time for performance may be extended only by the written consent of the School Department Facilities Manager (hereinafter "MANAGER").

7. CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information on forms provided by the MANAGER, or his/her authorized representative on a monthly basis. Payment for such services shall be made to CONTRACTOR not more than thirty (30) days after receipt and approval of said forms and acceptance of the work by the Manager.

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8. The COMMITTEE may terminate this Agreement for cause by written Notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

9. The COMMITTEE shall have the right to terminate this Agreement at any time for its convenience on proper written Notice to CONTRACTOR. If Agreement is terminated by the COMMITTEE for convenience, the COMMITTEE shall pay the CONTRACTOR for all work performed and all materials purchased pursuant to this Agreement prior to the receipt of such Notice.

10. For performance of all the terms and conditions of this Agreement, the COMMITTEE will pay the CONTRACTOR <Said Amount> in full payment for the CONTRACTOR'S performance. Payment will be made thirty (30) days after acceptance and approval by the Manager and receipt of the CONTRACTOR'S monthly invoice.

IN WITNESS WHEREOF, the said CITY OF PORTLAND SCHOOL COMMITTEE has caused this Agreement to be signed and sealed by Dr. Thomas K. Edwards, its Superintendent of Schools, thereunto duly authorized, <CONTRACTOR> has caused this Agreement to be signed and sealed by, <PERSON AUTHORIZED TO SIGN CONTRACT> thereunto duly authorized, the day and year first above written.

WITNESS

CITY OF PORTLAND SCHOOL COMMITTEE

\_\_\_\_\_

by Dr. Thomas K. Edwards

\_\_\_\_\_  
Superintendent of Schools

WITNESS

<CONTRACTOR>

\_\_\_\_\_

by <PERSON SIGNING>

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

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STATE OF MAINE

STANDARD GENERAL CONDITIONS

FOR

CONTRACT WORK

FOR

PUBLIC SCHOOL PROJECTS

Standard General Conditions

INDEX TO ARTICLES OF GENERAL CONDITIONS

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Definitions	1
2	Intent, Correlation and Execution of Documents	2
3	Detail Drawings and Instructions	4
4	Copies Furnished	4
5	Shop Drawings	4
6	Drawings and Specifications on the work	5
7	Ownership of Drawings	5
8	Samples	5
9	Materials, Appliances, Employees	5
10	Royalties and Patents	6
11	Surveys, Permits, Laws, Taxes & Regulations	7
12	Labor and Wages	7
13	Condition and Care of Site and Protection of Work	8
14	Inspection of Work	9
15	Superintendance; Supervision	9
16	Changes in the Work	10
17	Claims for Extra Cost	12
18	Deductions for Uncorrected Work	12
19	Delays and Extension of Time	12
20	Correction of Work	12
21	Owner's Right to do Work	13
22	Owner's Right to Terminate Contract	13
23	The Contractor's Right to Stop Work or Terminate Contract	14
24	Payments	14
25	Payments Withheld	15
26	Contractor's Insurance Requirements	16
27	Contract Bonds	17
28	Damages	17
29	Liens	18
30	Assignment	18
31	Mutual Responsibility of Contractors	19
32	Separate Contracts	19
33	Subcontracts	19
34	Relations of Contractor and Sub-contractor	20
35	Architect's Status	21
36	Cash Allowances	21
37	Uses of Premises	22
38	Cutting, Patching, and Digging	22
39	Layout of Work	23
40	Workmanship	23
41	Cleaning Up	23
42	Arbitration	24
43	Completion Time & Liquidated Damages	24

Standard General Conditions

Article 1. DEFINITIONS

Whenever the following terms are used in these specifications or the contract, the intent and meaning shall be interpreted as follows:

**Architect:** The Project Architect and/or Engineer whose name appears on the plans and/or specifications for the Project, acting directly or through a duly Authorized Representative.

**Bid Security:** The security designated in the Proposal, furnished by the Bidder as a guarantee of good faith to enter into a Contract with the Owner, if the Contract be awarded to him.

**Bidder:** Any Individual, Partnership, or Corporation submitting a Proposal for the performance of the work under the terms of the Contract, and acting directly or through a duly Authorized Representative.

**Bureau:** The Bureau of Public Improvements.

**Calendar Days:** Consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or Religious, National or Local Holiday.

**Change Order:** A written Agreement between the Owner and the Contractor, operating as a supplement to the Contract, covering correction of: Omission, errors, and discrepancies between the Plans and the Proposal or estimates; or any alteration in the Plans; or additional requirements; Work, Materials and Incidentals required to complete the construction of the Project in an acceptable manner, and setting forth the basis of compensation, if any. Before any Change Order modifies or becomes a part of the Work, it must be duly signed by the Contractor, and the Owner, and approved by the Bureau of Public Improvements and the Architect.

**Contract:** A written Agreement between the Owner and Contractor, by which the Contractor is bound to perform the Work specified, in accordance with the Plans, Specifications, General Conditions, and Special Provisions, which are a part of the Contract Documents together with all Supplemental Agreements by which the Owner is bound to compensate the Contractor at mutually established and accepted rates or prices.

**Contract Bond:** The approved forms of security furnished by the Contractor and his Surety, or Sureties, guarantees the faithful performance of all the terms of the contract and the payment of all bills, for Labor, Materials and Equipment by the Contractor.

**General Documents:** The Contract Documents consist of the Proposal, Contract, General Conditions, Special Provisions, the Plans, Specifications including all Addenda and all other modifications thereof incorporated into the documents before their execution. These form the contract.

Standard General Conditions

**Contractor:** The Individual, Partnership, or Corporation undertaking the execution of the Work under the terms of the Contract with the Owner, and acting directly or through a duly Authorized Representative.

**Director of Public Improvements:** The State Director of Public Improvements or his authorized representative.

**Owner:** Municipality or School Administrative District.

**Plans:** All official Drawings or Reproductions of Drawings, pertaining to the work provided for in the Contract and such Working Plans as may be furnished or approved by the Owner or Architect from time to time.

**Project:** The entire improvement proposed by the Owner to be constructed in part or in whole pursuant to these Specifications and Contract Documents. Where the word "Job" appears, it shall mean the Project.

**Proposal or Bid:** The written offer of the Bidder, on a Form prescribed to perform the Work specified.

**Provide:** The work "provide" shall mean furnish and install including connections to services if required, unless specified otherwise.

**Resident Inspector:** The Authorized Representative of the Architect.

**Subcontractor:** The Individual, the Firm or Corporation undertaking the execution of a part of the Work under the terms of the Contract by virtue of a written Agreement between himself and the Contractor.

**Superintendent:** The Representative of the Contractor, authorized by the Contractor to receive and fulfill instructions from the Architect.

**Supplemental Agreement:** A Supplemental Agreement is any Agreement entered into between the Contractor and the Owner with the approval of the Bureau and the Architect subsequent to the execution of the Contract.

**Surety:** The Individual, Partnership, or Corporation which is bound with and for the Contractor to insure his faithful performance of the Contract and for his payment of the bills for labor, Materials and equipment by the Contractor.

Article 2. INTENT, CORRELATION AND EXECUTION OF DOCUMENTS

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### Standard General Conditions

The intent of the Contract Documents is to describe a complete Work or Improvement. The Plans, including all revisions, the General Conditions for Contract Work, the Special provisions, Instructions to Bidders, the Proposal, including all Addenda, all dated and on file in the Bureau of Public Improvements, prior to the time set for receiving Proposals, and as prepared by the Architect, shall each become a part of the Contract Documents, and all Proposals must be based on a full compliance therewith. Any Supplemental Agreements entered into subsequent to the Contract will also become a part of said Contract.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is that, UNLESS OTHERWISE SPECIFIED, the contractor shall furnish all Labor, Materials, Equipment, Items, Articles, Tools, Transportation, Insurance, reasonable required to construct and complete the Project, Facility or Improvement in a manner necessary for the proper execution of the Work. Any deviations from the Plans which may be required by the exigencies of the construction, or because of error, will in all cases, be determined by the Bureau. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Since the Plans and Specifications cover the dimensions and feature of the Work and do not set forth the analysis for the design, it is the duty of the Contractor fulfilling them to ascertain the true intent in any case where it is doubtful.

Work not covered under any heading, section, branch, class or trade of the Specifications, shall not be supplied unless it is shown on Drawings or it is reasonably inferable therefrom as being necessary to produce the intended results.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications, and the Architect shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Where errors or omissions appear in the Contract Documents, the Contractor shall promptly notify the Architect in writing of such errors or omissions. Inconsistencies in the Contract in writing of such errors or omissions. Inconsistencies in the Contract Documents are to be reported before Proposals are received, wherever found.

The Contractor shall, upon his acceptance of a Contract and before commencing Work, contact the Architect and request a pre-construction conference. The purpose of this conference shall be as follows:

1. To introduce the members of the Architectural firm and the representative of the Owner and define their responsibilities in connection with this Project.
2. To emphasize any Special Provisions applicable to this Project.

Standard General Conditions

3. To establish the Work Progress Schedule and set up procedure for prompt review of all shop drawings required.
4. To provide the Contractor with opportunity to discuss points of doubt and any apparent inconsistencies noted in the Plans and Specifications before proceeding to purchase Material or execute Work.

During the further progress of their Work, monthly meetings will be held to review the Work Progress Schedule and the general progress and any other questions which might affect the execution of this contract.

ARTICLE 3. DETAIL DRAWINGS AND INSTRUCTIONS.

The Architect shall furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The Work shall be executed in conformity therewith and the Contractor shall do no Work without proper Drawings and instructions.

Immediately after being awarded the Contract, the Contractor shall prepare an estimated Progress Schedule and submit same for Architect's approval. It shall indicate the dates for the starting and completion of the various stages of construction.

Article 4. COPIES FURNISHED

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings, and Specifications reasonably necessary for the execution of the Work.

Article 5. SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other Contractor, three copies, checked and approved by him, of all shop or setting drawings and schedules required for the work of the various trades. The Architect shall check and approve, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Architect, file with him two correct copies and furnish such other copies as may be needed. The Architect's approval for deviations from Drawings or Specifications, unless he has in writing called the Architect's attention to such deviations at the time of submission, and secured

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Standard General Conditions

his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all Drawings and Specifications on the work, in good order, available to the Architect and to his Representative.

Article 7. OWNERSHIP OF DRAWINGS

All Drawings, Specifications and copies thereof furnished by the Architect are his property. They are not to be used on other Work, and, with the exception of the signed Contract set, are to be returned to him on request, at the completion of the Work.

Article 8. SAMPLES

The Contractor shall furnish for approval, with reasonable promptness, all Samples as directed by the Architect. The Architect shall check and approve such Samples, with reasonable promptness, only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Work shall be in accordance with approved samples.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all Materials, Labor, Water, Tools, Equipment, Light, Power, Transportation and Facilities necessary for the execution and completion of the work.

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "Or Approved Equal", if not inserted, shall be implied. The specific article or material mentioned shall be understood as establishing minimum standards as to the type, function, standard of design, durability, efficiency and quality desired and shall not be construed so as to exclude other manufacturer's products of comparable quality, design and efficiency.

Materials and models of items which the Contractor alleges to be equal to the materials and methods of items name in the specifications, shall be subject to the written approval by the Architect/Engineer at least ten days prior to the established bid opening dates. The use of alternate items will not be permitted without the approval of the Owner and Architect. All approved substitutions shall be in writing and approved by the Architect. The Contractor shall not be relieved from the responsibility of furnishing Articles or Materials equal in quality, design and efficiency to those specified because of the approval of such alternate items by the Architect. The Architect's approval or rejection of a proposed substitution may be based on any of the previous considerations, and his decision may or may not express

Standard General Conditions

reasons for rejection, and shall be final. Requests for substitutions shall originate and be submitted by the Contractor, not a Subcontractor. The material or equipment shall be sufficiently described to enable the Architect to easily identify the salient features.

Any materials or products not specified in the Bidding Documents but being worthy of consideration may be introduced by the Contractor or Subcontractor by a separate letter attached to his Proposal. He shall state the cost comparison with the specified material and the reason for the suggested substitution. The basic proposal shall be as specified.

It shall be understood by the General Contractor or Subcontractor that the attached letter describing the proposed changes will not be used in determining the low General or Subcontract proposal submitted unless the General or Subcontractor shall have submitted their list to the Architect/Engineer ten days prior to the date set for the receipt of their respective proposals and shall have received written approval by the Architect/Engineer.

The Contractor shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the written acceptance of the project.

Materials and Equipment shall be new, free from defects, perfect and complete, unless otherwise stipulated. Materials or Equipment specified or shown on the drawings shall be applied or installed according to the directions of the manufacturer, or the recommendations of an association dealing primarily with the material, unless specifically designated otherwise. The scope of the direction furnished shall include the application of experienced personnel to each trade involved. In no case shall the installation be below the standard recommended by the manufacturer or association.

The Contractor shall be responsible to the Owner for the suitability of Materials and Equipment furnished to comply fully with the specifications.

The Contractor shall pay promptly all his employees as their pay falls due, shall pay promptly as they fall due all bills for material, supplies and services going into the work, and all bills for insurance, Workman's Compensation coverage, Federal and State Unemployment Compensation, and Social Security Charges applicable to said Project. Before final settlement is made, the Contractor shall furnish to the Owner affidavits that all said payments have been made.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

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The Contractor shall be free and unencumbered with articles of equipment at the expense and risk of such parties, the Contractor shall be harmless in the result of the same as thereunder.

Article 11

The Contractor shall be permitted to use any permanent fixtures shall be specified.

The Contractor shall be bound by all ordinances as drawn and approved on Drawings and shall promptly notify the Owner of any Work. If the Contractor fails to give such notice to the Owner, the Contractor shall be liable for the same.

The Contractor shall adhere to the SAFETY RULES and the latest Rules of Labor and Industry.

The Contractor shall be bound by all articles of equipment, shipments, taxes, and Use Tax and these taxes.

Article 12

All laws of the State and Federal Government shall be observed and the Contractor shall be bound by the requirements of the same.

If a labor union represents the labor employed on the work, the Contractor shall be bound by the rules and regulations of such union.

Standard General Conditions

The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles or methods used in the Work and shall defend at his own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor as to any awards made thereunder.

Article 11. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

The Owner shall furnish all surveys unless otherwise specified.

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall bear all costs arising therefrom.

Adherence to the codes promulgated by the BOARD OF CONSTRUCTION SAFETY RULES AND REGULATIONS is required by statute. Copies of the latest Rules and Regulations may be obtained from the Department of Labor and Industry.

The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The contractor and Subcontractors shall quote less these taxes. The Owner is exempt from the payment of Maine State Sales and Use Taxes. The Contractor and Subcontractor shall quote less these taxes.

Article 12. LABOR AND WAGES

All Contractors and Subcontractors shall conform to the labor laws of the State of Maine, all other laws, ordinances, and legal requirements affecting the work in Maine.

If a wage scale prepared by the Department of Labor and Industry is included in the Contract Documents, such wage scale represents the minimum wages that must be paid to each category of labor employed on the Project.

Standard General Conditions

In the employment of laborers preference shall first be given to residents of the State who are qualified to perform the work to which the employment relates, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

Article 13. CONDITION AND CARE OF SITE AND PROTECTION OF THE WORK

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, state, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he shall designate a responsible member of his organization on the Work whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect by the Contractor.

The Contractor shall return all improvements on or about the site which are not shown to be altered, removed, or otherwise changed to the condition which existed prior to the start of Work on the Project. Protect all existing buildings, structures, or other features from damage by any operation in connection with the Project. Utilities encountered shall be protected and maintained in service until moved, or abandoned. The Contractor shall exercise care in his Work around such utilities as may be shown on the plot plan or otherwise found, which are not to be moved, replaced, or abandoned.

The Contractor shall protect existing trees, and other features, which are to remain, from damage during grading, excavation, filling, trucking, etc. If necessary, tree trunks shall be boxed, and barricades set up at sufficient distance to prevent damage to major tree branches.

Should the Work or Material of this or any other Contractor employed by the Owner become damaged when reasonably protected, the same shall be replaced by the Contractor originally furnishing the same at the expense of the Contractor who caused this damage.

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Standard General Conditions

In an emergency affecting the safety of life, or of the Work of adjoining property, the Contractor, without special instruction or authorization from the Architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement.

Article 14. INSPECTION OF WORK

The Architect and his Representatives, Representatives of the Bureau of Public Improvements and the Owner, shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Architect timely notice of its readiness for observation by the Architect or inspection by another authority, and if the inspection is by another authority than the Architect, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor.

Observations by the Architect shall be promptly made, and where practicable, at the source of supply. If any Work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Architect and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless it be found that the defect in the work was caused by a Contractor employed as provided in Article 32, and in that event, the Owner shall pay such cost.

The Architect, in conjunction with the Owner and the Bureau of Public Improvements will make a final inspection of all Work included in the Contract of any portion thereof, as soon as possible after notification by the Contractor that such Work is completed and ready for inspection. If such Work is not acceptable at the time of the inspection, the Architect shall advise the Contractor in writing as to the particular defects to be remedied before such Work can be approved.

Article 15. SUPERINTENDENCE; SUPERVISION

The Contractor shall keep on his Work, during its progress a competent Superintendent and any necessary assistant. The

Standard General Conditions

Superintendent shall not be changed except with the consent of the Owner unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Architect shall not be responsible for the acts or omissions of Superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the architect any error, inconsistency or omission which he may discover, but he shall not be liable to the Owner for any damage resulting from any errors or deficiencies in the Contract Documents or other instructions by the Architect.

Article 16. CHANGES IN THE WORK

The owner reserves the right to increase or decrease any or all of the items of Work indicated in the Plans, Proposal and Contract, or to eliminate any one or more of such items, without invalidating the Contract. As the Work progresses, the Owner may make such alterations in the Plans, in the character of the Work or in the specified coordination two or more concurrent Contracts, as may be considered necessary or desirable in order to complete the construction. Such changes shall in no wise invalidate the Contract. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Architect shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Building or Project, but otherwise, except in an emergency endangering life or property, no Extra Work or change shall be made unless in pursuance of a duly signed Change Order.

Should the Contractor encounter during the progress of the Work, latent conditions at the site materially differing from those shown on the Drawings or in the Specifications, or unknown conditions of an unusual nature differing materially from those already encountered in such Work, the attention of the Architect shall be immediately called to such conditions before they are disturbed. The Architect shall promptly investigate the conditions if they do so materially differ, the Contract shall, with the approval of the Owner and the Bureau, be modified by a Change Order to provide for any increase or decrease in cost resulting from such conditions.

Should such alterations be productive of increased unit cost, or result in decreased unit cost to the Contractor, a fair and



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Standard General Conditions

equitable sum therefor shall be agreed upon in writing before such Work is begun, and shall be added to or deducted from the Contract Amount, as the case may be, by means of a written Change Order. The Change Order shall state the nature of the charge, the location, the itemized estimate of unit quantities, the basis for payment, and the reason for the change. Such Change Order to be on approved forms.

When the Change Order has been properly signed by all parties and encumbered, it shall become a part of the Contract.

The value of any such Extra Work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum.
- B. By unit prices named in the Contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the Work. He shall proceed with the work under Case C, he shall keep and present in such form as the Architect may direct, a correct account of the cost, together with vouchers. In any case, the Architect shall certify to the amount. Pending final determination of value, payments on account of changes shall be made on the Architect's certificate.

When the subparagraphs A. and C. above are used to determine the value of the Work, the allowance for overhead and profit combined, included in the total expense to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 20% of the cost;

For each Subcontractor involved, work performed by his own forces, 20% of the cost;

For the Contractor, for work performed by his Subcontractor, 10% of the amount due the Subcontractor.

Cost shall be limited to the following: Cost of materials, cost of delivery, cost of labor, including Social Security, Old Age and Unemployment Insurance (labor cost may include a pro-rate share of foremen time, only in case an extension of Contract Time is granted on account of the change); Workman's Compensation Insurance; Rental value of power tools and equipment.

Overhead shall include the following: Bond Premiums, supervision, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expense, and all other expenses not included in "Cost".

Standard General Conditions

If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items or labor, materials and equipment.

Article 17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost under this Contract, he shall give the Architect written notice thereof within 10 days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made.

Article 18. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect and Owner deem it inexpedient to correct Work injured or done not in accordance with the Contract, an equitable deduction from the Contract Amount shall be made therefore.

Article 19. DELAYS AND EXTENSION OF TIME

If the Contractor be delayed at anytime in the progress of the Work by any act or neglect of the Owner or the Architect, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Architect shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Architect. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

Article 20. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work condemned by the Architect as failing to conform to the Contract, whether incorporated or not, and Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making

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Standard General Conditions

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If the Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other Work resulting therefrom, which shall appear within period of one year from the date of final payment, or from the date of the Owner's substantial usage or occupancy of the project, whichever is earlier, and in accordance with the terms of any special guarantees provided in the Contract. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Architect, not withstanding final payment.

Article 21. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Architect shall approve both such action and the amount charged to the Contractor.

Article 22. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or Labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the Certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all Materials, Tools and Appliances thereon and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount shall exceed the expense of finishing the Work including compensation for additional architectural, managerial and

Standard Conditions

administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Architect.

Article 23. THE CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work should be stopped under an order of any court, or other public authority, for a period of thirty days, through no act or fault of the contractor, or of anyone employed by him, then the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate this Contract and recover from the Owner payment for all Work executed, and any proven loss sustained upon any Plant or Materials and reasonable profit and damages.

Should the Architect fail to issue any certificate for payment, through no fault of the Contractor, within seven days after the Contractor's formal request for payment or if the Owner should fail to pay to the Contractor within thirty (30) days time after presentation, any sum certified by the Architect, then the Contractor may, upon seven days' written notice to the Owner and Architect, stop the Work or terminate this Contract as set out in the preceding paragraph.

Article 24. PAYMENTS

The Contractor shall, before the first application for payment, submit to the Architect in triplicate a "Contract Cost Breakdown" form which is attached to, and becomes a part of the Specifications. If required, this form shall be supported by such evidence as to its correctness as the Architect may direct and, unless found to be in error, shall be approved by the Architect and used as a basis for payment.

The Contractor shall submit to the Architect an application for each payment on "Requisition for Payment", Form BPI 17A-61, Rev. 4/30/71 and, if required, receipts or other vouchers, showing his payments for materials and labor, including payments to Subcontractors as required by Article 35.

Application for payment as the Work progresses may be made of the Owner, but no more often than once a month, unless due to unusual circumstances the Owner may approve more frequent payments. Said Requisition for Payment shall be based on the proportionate quantities of the various classes of work completed or incorporated in the work in accordance with the Work Progress Schedule and the authorization of the Architect, may be made on account of materials not incorporated in the work but delivered and suitably stored at the site. Such payments shall be conditioned upon submission by the Contractor of bills of sale, or such other procedure as will

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Standard General Conditions

adequately protect the Owner's interest including applicable insurance.

In the event any materials as delivered but not yet incorporated in the work, have been included in any said "Requisition for Payment" and payment thereon made and said materials thereafter deteriorate, become damaged or destroyed or for any reason whatsoever become unsuitable or unavailable for use in the work, then the full amount allowed therefor in any previous "Requisition for Payment" shall be deducted from the gross value of any subsequent payment or final payment unless the Contractor shall satisfactorily replace said material.

After said "Requisition for Payment" has been prepared by the Contractor in the required number of copies, it shall be submitted to the Architect for approval. The Architect shall verify and approve the "Requisition for Payment", and forward all copies to the Owner for processing for payment by the Owner.

No certificate issued nor payment made to the Contractor, nor partial or entire use of occupancy of the work by the Owner, shall be in acceptance of any work or materials not in accordance with this Contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year after final payment or from requirement of drawings or specifications, and of all claims by the Contractor, except those previously made and still unsettled.

Title 5, M.R.S.A., Section 1746 as amended provides that in any contract awarded for any public improvement, the Owner shall withhold 5% of the money due to Contractor until the work under the Contract has been accepted by or for the Owner. The Owner may, upon the completion of part or parts of the contract and with the approval of the General Contractor and Designer, pay all or part of the retainer on those parts completed as the Owner deems prudent, provided satisfactory release of lien has been provided.

Article 25. PAYMENTS WITHHELD

The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:

- A. Defective Work not remedied.
- B. Claims filed or reasonable evidence indicating possible filing of claims.
- C. Failure of the Contractor to make payments properly to Subcontractors or for Materials of Labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.

Standard General Conditions

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Article 26. CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall not commence Work under this Contract until he has obtained all Insurance required under this paragraph and such Insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his Subcontract until all similar Insurance required of Subcontractor has been so obtained and approved.

A. Compensation Insurance. The Contractor shall take out and maintain during the life of the contract, Workman's Compensation Insurance for all of his employees employed at the Site of the Project, and, in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this Contract at the Site of the Project is not protected under the Workman's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide for the protection of his employees not otherwise protected.

B. Public Liability and Property Damage Insurance. The Contractor and Subcontractor shall take out and maintain during the life of the Contract such public liability and property damage insurance as shall protect them from claims and damages which may arise from operations under this Contract, whether such operations shall be by themselves or by anyone directly or indirectly employed by them, and the types and amounts of each insurance shall not be less than:

<u>Description</u>	<u>Coverage</u>	<u>Each Occurrence</u>
1. Contractor's liability	B.I. P.D.	\$1,000,000 \$ 500,000
2. Contractor's Protective	B.I. P.D.	\$1,000,000 \$ 500,000
3. Vehicle Liability, to Include Owned, hired or Non-Owned	B.I. P.D.	\$1,000,000 \$ 500,000

4. Special Hazards Insurance. Full coverage for damage or loss resulting from explosion of blasting, collapse and underground damage in the amounts and manner specified in this article, paragraph B, and item 1 and 2 above, ordinarily, excluded from coverage, is to be provided in accordance with the requirement of the proposal for the specified project.

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Standard General Conditions

C. New Construction

The Contractor shall effect and maintain insurance naming the Owner and Contractor and all Subcontractors, as their interests may appear, as insured for the perils of "all risk" upon the entire structure on which the work of this Contract is to be done up to one hundred percent of the contract value upon the Standard Builders Risk Completed Value Form as promulgated by the New England Insurance Rating Association.

Copies of the Certificate of Insurance shall be forwarded to Architect and Owner prior to starting any work at the site.

D. Renovations and/or Additions Within Existing Buildings

Coverage will be provided by the Owner by means of an addition to the existing fire insurance schedule. coverage shall include the Contractor's interest and all Subcontractors. A Certificate of Insurance will be furnished to the General Contractor, if requested. Any deductible amount is the responsibility of the Contractor. Any other insurance desired by the Contractor for exposures beyond that provided by the Owner's Policy will be the responsibility of the Contractor.

E. Certificate of Insurance. The General Contractor shall furnish the Architect with four (4) copies of a Certificate or Certificates of Insurance as provided in Paragraphs B & C above. Said Certificates of Insurance, in addition to the amount of coverage, shall carry a statement worded as follows: "In the event of cancellation or expiration of any of the foregoing policies, ten (10) days' written notice by the insurance company shall be mailed to the Owner, Architect, and the Bureau of Public Improvements."

Article 27. CONTRACT BONDS

The Contractor shall furnish to the Owner upon execution of the Contract, a Contract Performance Bond and a Contract Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and as approved by the Owner. The Bonds shall be in accordance with an executed on the forms furnished in the specifications. The Bonds shall allow for any additions or deductions to the Contract.

The Contract Bonds shall continue in effect for one year after final acceptance of each Contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims, for the payment of all bills for labor, materials and equipment by the contractor.

Article 28. DAMAGES

Standard General Conditions

A. The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner or the Architect or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workman's Compensation Acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Contractor under this Paragraph A shall not extend to the liability of the Architect, his agents or employees 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, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

Article 29. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien should be filed; but the contractor any, if any subcontractor to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

Article 30. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

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Standard General Conditions

Article 31. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense and if any judgement against the Owner arise therefrom the Contractor shall pay or satisfy it and pay all cost incurred by the Owner.

Article 32. SEPARATE CONTRACTS

The Owner reserves the right let other contracts in connection with this work under similar General Conditions. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

To insure the proper execution of his subsequent work, the contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

Article 33. SUBCONTRACTS

The Contractor shall not sublet any part of this contract without the written permission of the Owner.

The Contractor shall submit in writing to the Architect for approval a complete list with the names of all particular items of work he proposed to furnish and the names of the Subcontractors to whom he proposed to sublet work. The Subcontractors named shall be reputable firms of recognized standing with a record of satisfactory work. The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the work will not be accomplished in accordance with the contract documents. The complete list of subcontractors and materials must be submitted for approval to the Architect and Owner.

Standard General Conditions

The Architect shall, on request, furnish to any Subcontractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and Owner.

Article 34. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents, the drawings and specifications as far as applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a Subcontract approved in writing as adequate by the Owner or Architect.

The Subcontractor agrees:

A. To be bound to the Contractor by the terms of the Contract Documents, Drawings and Specification, and to assume toward him all the obligations, and responsibilities that he, by those documents, assumes toward the Owner.

B. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified.

C. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees:

D. To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the contract documents, drawings and specifications and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

E. To pay the Subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

F. To pay the Subcontractor, upon the payment of certificates, if issued otherwise than as in E., so that at all times his total



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payments shall be as large in proportion to the value of the work done by him.

G. To pay the Subcontractor to such extent as may be provided by the contract documents or the subcontract, if either of these provide for earlier or larger payments than the above.

H. To pay the Subcontractor on demand for his work or material as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.

I. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

J. That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

K. To give the Subcontractor an opportunity to be present and to submit evidence in any progress conference or disputes involving his work.

L. To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 27 of the General Conditions.

Article 35. ARCHITECT'S STATUS

The Architect shall be the Owner's representative during the construction period and he shall observe the work in progress on behalf of the Owner. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the contract documents or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his resolvable opinion to insure the proper execution of the contract.

The Architect shall be, in the first instance, the interpreter of the conditions of the contract and the judge of its performance. He shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance.

In case of the termination of the employment of the Architect, the Owner shall appoint a capable and reputable Architect whose status under the Contract shall be that of the former Architect.

Article 36. CASH ALLOWANCES

Standard General Conditions

The Contractor shall include in the contract sum all allowances named in the Contract documents and shall cause the work so covered to be done by such contractors and for such sums as the architect may direct, the contract amount being adjusted unconformity therewith. The contractor declares that the contract amount includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the contract amount shall be allowed. The contractor shall not be required to employ for any such work persons against whom he has a reasonable objection.

Article 37. USES OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the architect and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall enforce the architect's instructions regarding signs, advertisements, fires and smoking.

If any part of the building is completed and ready for occupancy the Owner may, by written and mutual consent, without prejudice to any of the worker's rights or the rights of the contractor, enter in and make use of such completed parts of the building. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

Article 38. CUTTING, PATCHING AND DIGGING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise, and shall not cut or alter the work of any other Contractor, save with the consent of the Architect. Cutting, drilling or patching work of Contractors other than the General Contractor shall be done only with the permission and instruction of the General Contractor and Architect. Cutting of structural members must be approved by the Architect. All cutting, patching and digging of other Contractors in or about the building shall be done under the supervision of the General Contractor, who shall be responsible to see that the work is neatly done and in a manner that will not endanger the structure or harm the component parts, and that patching back-filling shall be done to restore the structure and surfaces to their original condition.

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Article 39. LAYOUT OF WORK

The Contractor shall be responsible for the correct staking out of the new work on the site, and shall employ a competent engineer to locate the building on the site. He shall run the axis lines locating the work, establish correct datum points and check each line and point on the site to insure their correctness. All such lines and points shall be carefully preserved throughout construction.

The Contractor shall lay out all work from dimensions given on plans. The Contractor shall take measurements and verify dimensions of existing or old work, if any, that affect his work or to which his work is to be fitted. The Contractor alone shall be responsible for the correctness of all measurements and shall verify all grades, lines, levels, elevations and dimensions shown on the drawings and report any errors or inconsistencies to the Architect prior to commencing work.

Article 40. WORKMANSHIP

All workmanship, materials or equipment, either at the site or intended for it shall be a strictly first class, workmanlike installation and the best obtainable from the crafts and trades. Incomplete or careless workmanship shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The Architect's decision on the quality of work shall be final.

All labor shall be performed by mechanics skilled in their respective trades. Prior to submitting a proposal, the Contractor shall become familiar with the local labor conditions, skilled and unskilled.

If, in the opinion of the Contractor, any work is indicated on the drawings or specified in such manner as would make it impossible to produce work of the highest quality, or should discrepancies appear between drawings or drawings and specifications, the Contractor shall refer the same in writing to the Architect for interpretation before proceeding with the work.

If the Contractor fails to make such a reference, no excuse will be entertained thereafter for failure to carry out the work in a satisfactory manner.

The Contractor shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the written acceptance of the project.

Article 41. CLEANING UP

The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish and at the completion of the work, he shall remove all rubbish from and about the project

Standard General Conditions

and all tools, scaffolding and surplus materials and shall leave the work "Broom Clean" or its equivalent, unless more exactly specified. In case of failure to comply by the Contractor, the Owner may perform the clean-up and deduct the cost from any monies due the Contractor.

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Article 42. ARBITRATION

If, in the performance of this contract, there arises a dispute between the Owner and the Contractor which cannot be settled, then this dispute shall be submitted to Arbitration and both the Owner and the Contractor shall be bound by the decision of the Arbitrator.

The membership of the American Arbitration Association shall be used as Arbitrators and the procedures used for Arbitration shall be in conformity with the Construction Industry Arbitration Rules as administered by the American Arbitration Association.

Article 43. COMPLETION TIME & LIQUIDATED DAMAGES

(a) The Date of Completion is stated in the Proposal Form Section 2-B and in the Contract Form Section 2-E. If the Contractor finds it impossible to complete the Work on or before the said Date of Completion, he may make a written request to the Owner for an Extension of Time setting forth therein the reasons for the request. If the Owner finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor he may extend the Date of Completion which 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 that the Work be pressed vigorously to completion. The cost to the Owner of Administration of the Contract, inspection and supervision will be increased as the time occupied in the Work is lengthened.

(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 under the provisions of Paragraph (a) above.

SCHEDULE OF LIQUIDATED DAMAGES

<u>Original Contract Amount</u>	<u>Amount of</u>	
	<u>Liquidated Damages</u>	<u>Per Day</u>
More than \$10,000 and less than \$100,000	\$100,000	\$50.00
More than 100,000 and less than 250,000	250,000	75.00

Standard General Conditions

More than	250,000	and less than	500,000	100.00
More than	500,000	and less than	1,000,000	200.00
More than	1,000,000	and less than	3,000,000	300.00
	3,000,000	and more		500.00

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Section 2-E  
Special Provisions

1. These Special Provisions amend or supplement the Standard General Conditions for Construction work. Other provisions which are not so amended or supplemented remain in full force and effect.

2. Definitions:

The terms used in these Special Provisions which are defined in the Standard General Conditions have the meanings assigned to them in the General Conditions.

Delete the Definition of Architect in Article I and replace it with the following:

Architect: The Project Asbestos Planner/Designer and/or Architect and/or Engineer.

Delete the Definition of Bureau in Article I and replace it with the following:

Bureau: The School Committee of the City of Portland.

Delete the Definition of Director of Public Improvements in Article I and replace it with the following:

Director of Public Improvements: Facilities Manager, Portland School Department or his Designated Representative.

Delete the Definition of Owner in Article I and replace it with the following:

Owner: The School Committee of the City of Portland.

3. Delete the first paragraph of Article 2 and add the following paragraph in its place:

The intent of the Contract Documents is to describe a complete Work or Improvement. The Plans, including all revisions, the General Conditions for Contract Work, the Special Provisions, Instructions to Bidders, the Proposal, Contract, Contract Bonds, and all other sections of the Specifications, including all Addenda as prepared by the Architect, shall each become part of the Contract Documents, and all Proposals must be based on a full compliance therewith. Any Supplemental Agreements entered into subsequent to the Contract will also become part of said Contract.

4. Article 9, MATERIALS, APPLIANCES, EMPLOYEES

Delete entire second paragraph.

5. Add the following paragraph to Article 13.

A survey of existing conditions will be made by the Engineer, Owner and Contractor prior to the start of work. A similar survey will be made at the completion of the work to determine that existing buildings and improvements have been returned to their proper condition.

6. Article 16, CHANGES IN THE WORK

A. Page SGC/10, add the following sentence to the first paragraph:

"The Contractor must notify the Owner of any claims within 5 days of such occurrence and in accordance with Article 17 and Article 19."

B. Delete all references to the "Bureau" in this Article.

C. Page SGC/11, revise the fourth paragraph to read:

"When subparagraphs A. and C. above are used to determine the value of the work, all allowance for overhead and profit combined, included in the total expense to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 10% of the cost;

For each Subcontractor involved, the work performed by his own forces, 10% of the cost;

For the Contractor, for work performed by his Subcontractor, 5% of the amount due to Subcontractor."

7. Article 17, CLAIMS FOR EXTRA COST

A. Revise the first sentence to read:

"If the Contractor claims that any occurrence, instructions by the Drawings or otherwise, involve extra cost under this Contract, he must give the Owner written notice thereof within 5 days after the occurrence or receipt of the Drawings or instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property or as directed by the Owner in writing, and the procedure shall be as provided for in Changes in the Work."

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8. Article 19, DELAYS AND EXTENSION OF TIME

A. Revise second and third paragraphs to read:

"No such extension shall be allowed or made for any delay occurring more than five days before there is a claim made in writing to the Owner. In case of a continuing cause of delay, only one claim is necessary.

"If no schedule or agreement stating the dates upon which drawings or instructions shall be furnished is made, no claim for delays shall be allowed on account of failure to furnish drawings or instructions until one week after demand for such drawings or instructions, and not then unless such claim be reasonable and involve operations that are identified proven at the time of the request for information as critical to the schedule."

9. Article 24, PAYMENTS

Delete any reference to the "Form BPI 17A-61" and substitute "as acceptable with the Owner."

10. Delete paragraph B existing in Article 26 and add the following paragraph in its place:

B. Public Liability and Property Damage Insurance. The Contractor and Subcontractor shall take out and maintain during the life of the Contract such public liability and property damage insurance as shall protect them from claims and damages which may arise from operations under this Contract, whether such operations shall be by themselves or by anyone directly or indirectly employed by them, and the types and amounts of each insurance shall not be less than:

Description	Coverage	Each Occurrence
1. Contractors Liability	BI PD	\$ 3,000,000 300,000
2. Contractors Protective	BI PD	\$ 3,000,000 300,000
3. Vehicle Liability to include Owned, Hired or Non-Owned	BI PD	\$ 3,000,000 300,000
4. Special Hazard Insurance. Full coverage for damage or loss resulting from explosion of blasting, collapse and underground damage in the amounts and		

manner specified in this article, paragraph B, and items 1 and 2 above, ordinarily, excluded from coverage, is to be provided in accordance with the requirement of the proposal for the specified project.

11. Delete paragraph D of Article 26 and add the following paragraphs in its place:

**Renovations and/or Additions Within Existing Buildings**

Coverage will be provided by the Owner by means of an addition to the existing fire insurance schedule if requested by the Contractor. Coverage shall include the Contractors interest and all Subcontractors. A Certificate of Insurance will be furnished to the General Contractor, if requested. Any deductible amount is the responsibility of the Contractor. Any other insurance desired by the Contractor for exposures beyond that provided by the Owner's Policy will be the responsibility of the Contractor.

12. Article 27, CONTRACT BONDS

"The Contractor shall furnish to the Owner upon execution of the Contract, a Contract Performance Bond and a Contract Payment Bond each for the full amount of the Contract issued by a surety company or surety companies authorized to do business in the State of Maine and as approved by the Owner. The Bonds shall allow for any additions or deductions to the Contract."

The Contract Bonds shall continue in effect for one year after final acceptance of each Contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims, for the payment of all bills for labor, materials and equipment by the Contractor.

13. Article 42, ARBITRATION

- A. Page SGC/24, delete the entire article and replace it with the following:

"Article 42. ARBITRATION If, in the performance of this contract there arises a dispute between the Owner and the Contractor which cannot be settled, this dispute shall, unless otherwise agreed, be settled in a court located in the State of Maine. Upon mutual agreement of both parties, disputes may be resolved through the use of binding arbitration or other agreed upon alternative dispute resolution procedure."

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14. Article 43

Delete paragraph C of Article 43 and add the following paragraph in its place:

- C. Liquidated Damages are to be as defined in Section 1-A INSTRUCTIONS TO BIDDERS, page IB/4, paragraph C.

**SPECIFICATIONS**

SECTION 01010 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 PROJECT/WORK IDENTIFICATION:

A. General:

Project Name: Room 302 Ceiling Repair Project,  
Portland High School

Project Number: 94324

Contract  
Documents

Prepared By: Pinkham and Greer Consulting Engineers,  
Inc., Falmouth, Maine

Owner: Portland Public Schools

Date: Drawings & Specifications Dated October  
1994

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:

- Existing Conditions and restrictions on use of the site.
- Coordination with existing work.

C. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, addenda and modifications to the contract documents issued 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.

D. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

The work consists of the construction of approximately 900 square feet of new gypsum wallboard ceiling consisting of 2 layers of 5/8" gypsum wallboard supported by light gage metal framing; approximately

1,000 square feet of acoustical tile ceiling on a metal suspension system; minor gypsum wallboard work; installation of new light fixtures; construction of new access platforms for existing mechanical equipment and minor structural renovations in the "attic" above the third floor. Access platforms will consist of light gage metal framing and fire retardant treated lumber and plywood.

Also included are repair of holes and damaged plaster in the existing metal lath and plaster ceiling and painting of ceilings at various locations on the third floor. This work will be done on a time and materials basis.

- E. Work to be Done by Owner: Repair and reconstruction of existing mechanical systems, including heating system piping, ductwork, and sprinkler system.

1.02 BASE BID AND ALTERNATE:

- A. Base Bid: All work of the Contract except painting work in the 3rd floor corridor and repair of existing plaster and gypsum wallboard ceilings in rooms other than Room 302.

- B. Unit Price Item No. 1 - Painting Crew:

1. Payment: At unit price bid per crew hour.
2. Measurement: Actual number of hours worked at the project site.
3. Description: Labor and equipment required for spot painting of existing patches in plaster of existing 3rd floor corridor ceiling.

- C. Unit Price Item No. 2 - Plaster and Gypsum Wallboard Repair Crew:

1. Payment: At unit price bid per crew hour.
2. Measurement: Actual number of hours worked at the project site.
3. Description: Labor and equipment required for repair and patching of holes in ceilings of rooms other than Room 302.

1.03 CONTRACTOR'S USE OF PREMISES:

- A. General: The Contractor shall limit his use of the premises to the work indicated and to storage areas designated by the Owner.

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- B. Interference with Owner's Operations: Minimize interference with Owner's operations in existing building. Coordinate performance of the work with Owner when work may interfere with Operations. In general, work must be done after school hours or on non-school days. Specific work areas will be made available on specific days.
- C. Special Protection Requirements: It is essential that the spread of dust and debris into other parts of the building be prevented. Completely enclose the work areas to prevent contamination of adjacent areas. Completely clean and wash down work areas at the end of the project to the satisfaction of the Owner. Methods of enclosing and cleaning areas must be approved by the Owner.
- D. Utilities to Remain in Service: All utilities must remain in service throughout the project. Coordinate performance of work which may interrupt these facilities with the Owner. Notify Owner of damage immediately and repair damage immediately.

1.04 COORDINATION:

- A. General: The work of this Contract includes coordination of the entire work of the project with the Owner's maintenance staff and with the Building Administrator.

1.05 MISCELLANEOUS PROVISIONS:

- A. 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.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

\* END OF SECTION 01010 \*

SUMMARY OF THE WORK

01010 - 3

SECTION 05400 -- COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.01 SUMMARY:

- A. Extent of cold-formed metal framing is shown on drawings.
- B. Types of cold-formed metal framing units include the following:
  - "C" Shaped Steel Joists
- C. Refer to Division 9 Section "Gypsum Drywall" for metal studs for interior "non-bearing" partitions.

1.02 SUBMITTALS:

- A. Product Data: Submit manufacturer's product information and installation instructions for each item of cold-formed metal framing and accessories.

1.03 QUALITY ASSURANCE:

- A. Component Design: Calculate structural properties of studs and joists in accordance with American Iron and Steel Institute (AISI) "Specification for Design of Cold-Formed Steel Structural Members."

1.04 DELIVERY, STORAGE AND HANDLING:

- A. Protect metal framing units from rusting and damage. Deliver to project site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off ground in a dry, ventilated space or protect with breathable waterproof tarpaulins.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
  - Marino Industries Corp.
  - Superior Steel Studs, Inc.
  - Dietrich Industries, Inc.

2.02 METAL FRAMING:

A. System Components: With each type of metal framing required, provide manufacturer's standard steel runners (tracks), blocking, lintels, clip angles, shoes, reinforcements, fasteners, and accessories as recommended by manufacturer for applications indicated, as needed to provide a complete metal framing system.

B. Materials and Finishes:

For 16-gage and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 40,000 psi; ASTM A 446, A 570 or A 611.

For 18-gage and lighter units, fabricate metal framing components of commercial quality steel sheet with a minimum yield point of 33,000 psi; ASTM A 446, A 570 or A 611.

Provide galvanized finish to metal framing components complying with ASTM A 525 for minimum G 60 coating.

Finish of installation accessories to match that of main framing components, unless otherwise indicated.

Joists: Manufacturer's C-shape sections of size, shape, and gage indicated. Member sizes and gages shown on Drawings are based on products by Dietrich Industries. Products from other manufacturers are acceptable if they provide equivalent or better flange width, bending moment capacity, and moment of inertia.

Galvanizing Repair Paint: High zinc dust content paint for repair of galvanized surfaces damaged by welding, complying with M.I. Spec. MIL-P-21035.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION:

A. Pre-Installation Conference: Prior to start of installation of metal framing systems, meet at project site with installers of other work, including mechanical and electrical work. Review areas of potential interference and conflicts, and coordinate layout and support provisions for interfacing work.

3.02 INSTALLATION:

A. Manufacturer's Instructions: Install metal framing systems in accordance with manufacturer's printed or

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written instructions and recommendations, unless otherwise indicated.

B. Installation of Joists: Install level and plumb, complete with bracing and reinforcing as indicated on drawings. Provide not less than 1-1/2" end bearing.

Reinforce ends with end clips, steel hangers, steel angle clips, steel stud section, or as otherwise recommended by joist manufacturer.

Where required, reinforce joists at interior supports with single short length of joist section located directly over interior support, snap-on shoe, 30% side-piece lapped reinforcement, or other method recommended by joist manufacturer.

Secure joists to interior support systems to prevent lateral movement of bottom flange.

Install supplementary framing, lateral bracing, bridging, and other light gage elements as shown or as required by manufacturer for a complete system.

\* END OF SECTION 05400 \*

SECTION 09260 - GYPSUM BOARD SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Non-load bearing steel studs and other associated metal framing.
- B. Gypsum board.
- C. Taped and sanded joint treatment.

1.02 RELATED SECTIONS:

- A. Section 05400 - Cold Formed Metal Framing

1.03 REFERENCES:

- A. American Society for Testing and Materials (ASTM)
  - 1. C36-85 Gypsum Wallboard
  - 2. C475-81 Joint Treatment Materials for Gypsum Wallboard
  - 3. C645-83 Non-Load (Axial) Bearing Steel Studs, Runners (Track) and Rigid Furring Channels for Screw Application of Gypsum Board
  - 4. C754-82 Installation of Steel Framing Members to Receive Screw-attached Gypsum Wallboard, Backing Board, or Water-Resistant Backing Board.
  - 5. C1002-83 Steel Drill Screws for the Application of Gypsum Board
- B. Gypsum Association (GA)
  - 1. GA 216-85 Recommended Specifications for the Application and Finishing of Gypsum Board.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Metal Framing:
  - 1. Dietrich Industries, Inc.
  - 2. Marino Industries, Inc.
  - 3. Superior Steel Studs, Inc.