

Addendum #3

Directorate of Facilities Engineering

3 May 2023

This Addendum modifies, amends, and supplements designated parts of the Contract Documents, Specifications and Drawings for:

Waterville Armory Roof Repair Project, 74 Drummond Road, Waterville, Maine, DFE Project Number 23SR23-406-D, BGS Project Number 3625, Bid Number 23-028.

It shall be the responsibility of the Contractor to notify all Subcontractors and Suppliers for various portions of the work of any changes or modifications contained in this Addendum.

Clarification Items:

1. **Project Concern:** The Contractors were asking for more time to bid the project.
Answer: The Owner shall change the Bid Opening Date to **18 May 2023 at 2:30 p.m.**
2. **Project Concern:** Will the new Final Completion Date remain **30 August 2023.**
Answer: No, the Final Completion Date will be **30 October 2023.**
3. **Project Concern:** Due to the complexity of this project with the roofing system needing to be modified opened in sections and working with the weather along with the long lead times for materials, can the POP be extended and liquidated damages be negotiated?
Answer: The project liquidated damages have already been reduced. The completion date will be changed to **30 October 2023.**
4. **Project Concern:** After speaking with our key subcontractors due to the current material lead time and availability, the subcontractors can not commit to an early start but could start this fall. Please advise if the start date and POP can be changed we understand there is a follow up project coming after this project, but we are familiar with working on roofs areas and can coincide with other construction.
Answer: The completion date will be changed to **30 October 2023.**
5. **Classifications:** In the next addendum some structural drawings will be modified to add temporary curb areas and structural modification to prepare for the future armory renovation project.

Specification Items:

1. Replace Section 00 11 13 Notice to Contractors, page 1 of 2 with enclosed revised Section 00 11 13 Notice to Contractors, page 1 of 2. The Owner has changed the Bid Opening Date to **18 May 2023 at 2:30 p.m.** The Owner has changed the Final Completion Date to **30 August 2023.**
2. Replace Section 01 00 00 Administrative Provisions, pages 4 and 22 with enclosed revised Section 01 00 00 Administrative Provisions, pages 4 and 23. Page have shifted down. Substantial Completion has been changed to **15 October 2023.** Final Completion has been changed to **30 October 2023.** Liquidated damages have been updated. The work to be performed under this contract shall be completed on or before **15 October 2023.** For each calendar day the project remains uncompleted **\$150.00 dollars per day beyond the substantial completion date shall be charged as liquidated damages.**

Drawing Items:

1. None.

00 11 13
Notice to Contractors

Waterville Armory Roof Repair Project, 74 Drummond Road, Waterville, Maine
DFE Project Number 23SR23-406-D, BGS Project Number 3625, Bid Number 23-028.

This project consists of repairing certain sections of Waterville Armory roof. Remove the existing EPDM membrane and underlayment. The Contractor shall install some structural roof joists. The Contractor shall build up the existing roof curbs, install additional insulation, underlayment, fascia and new a EPDM roof membrane. The Contractor shall furnish and install all items in accordance with Plans and Specifications.

The cost of the work is approximately \$ 500,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *30 October 2023*.

1. Bids shall be submitted in sealed envelopes plainly marked "**Bid for Waterville Armory Roof Repair Project, 74 Drummond Road, Waterville, Maine. DFE Project Number 23SR23-406-D, BGS Project Number 3625, Bid Number 23-028**" and addressed to the Bid Administrator:

*Directorate of Facilities Engineering
194 Winthrop Street, Building #7, Camp Keyes
Augusta, Maine 04333-0033
Attn: Mrs. Sherrill Hallett
Email: sherrill.l.hallett@maine.gov*

The envelope shall contain a completed Contractor Bid Form, plus bid security when required, to be received no later than **2:30 p.m. on 18 May 2023**. Bid submissions will be opened and read aloud at *194 Winthrop Street, Building #7, Camp Keyes, Augusta, Maine 04333-0033* at the time and date noted above.

Any bid submitted after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is required* on this project.
If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.
4. Performance and Payment Bonds *are required* on this project.
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager - Robert W. Palmer III** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.

M. Field Engineering:

1. The Contractor shall be responsible for all field engineering as required.
2. The Contractor shall be responsible for all special inspections required to obtain any Building Permits from the **City of Waterville**.

N. Field Testing and Inspections:

1. The Contractor shall carry all costs for testing and inspections required by the Contract Documents and the **City of Waterville**. The Contractor shall hire only Consultant approved and Owner approved independent testing agencies to perform all testing and inspections.

O. Reference Standards:

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.02 SCHEDULING AND PHASING OF WORK

- A. Work on this Contract shall not start until **1 August 2023**. The Contractor may order materials for this project once the Contractor has a signed executed contract. Prior to ordering materials, the Contractor shall meet with the Owner to discuss onsite storage locations or Contractor offsite storage locations. The Owner shall approve any Contractor offsite storage locations. The Armory may not have any onsite storage locations until after **1 August 2023**.

- B. Substantial Completion: Work of the Contract must be Substantially Completed by **15 October 2023** so that the Owner can have full use of interior space.
1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Final Completion of all Work of this Contract shall be by **30 October 2023**.
1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open and is ready for final payment.
- C. The expiration date of this Contract is **30 November 2023**.
1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.
- E. Fenced Compound and Outbuildings. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs.
- F. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
1. The Owner's business operations must continue throughout the entire construction period.
 2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
 3. Applicable egress codes must be complied with during the construction period. In particular building entrances and exit ways must be kept open at all times.

1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.

1.04 PROJECT MEETINGS

A. Requirements:

1. The Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.

B. Pre-construction Conference

1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

C. Progress Meetings

1. The Contractor shall schedule and administer Bi-weekly Project Meetings throughout progress of the Work, called meetings, and pre-installation conferences.
2. The Contractor shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Owner, participants, and those affected by decisions made at meetings.
3. Attendance: Job superintendent, major Subcontractors and suppliers, Owner and those appropriate to agenda topics for each meeting.
4. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.05 SUBMITTALS

A. Procedures

1. In all submittals always refer to project number 23SR23-406-D.
2. Refer to schedule of Contractor Deliverables provided by Owner/Consultant.
3. Submit the number of copies which Contractor requires, plus two copies, which will be retained by OWNER.
4. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review, at the e-mail address below:

Designer: Michael Cunningham - mcunningham@lincolnhaney.com

Owner: Robert W. Palmer III - robert.w.palmer.nfg@mail.mil

5. Submittals can be delivered in paper form. Deliver copies of submittals to Designer for approval at the address below:

Lincoln/Haney Engineering Associates, Inc. 14 Maine Street, Suite 301
Box 7, Brunswick, Maine 04011

And one (1) copy to the Owner for review:

Directorate of Facilities Engineering
194 Winthrop Street
BLDG 7, Camp Keyes – ATTN: **Robert W. Palmer III**
Augusta, ME 04330

6. Submittal Sheets:
 - a. Transmit each item under “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certificates of Compliance” located at the end of this Section;
 - b. Identify Project, Contractor, Subcontractor, major supplier;
 - c. Identify drawing sheet and detail number, and Specification Section number, as appropriate;
 - d. Identify deviations from Contract Documents.
 7. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
 8. DESIGNER shall have 14 calendar days for review of submittals.
 9. DESIGNER shall have 7 calendar days for review of (RFI) request for information.
 10. After **DESIGNER** review of submittal, revise and resubmit as required identifying changes made since previous submittal.
 11. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- B. Quality Assurance; Substitutions, in accordance with Section 01 00 00, para. 1.08 (E).
- C. Construction Progress Schedule
1. Submit an Initial Progress Schedule in duplicate. See 1.05.A.3 this section for submission information. After review by OWNER revise and resubmit as required.
 2. The Contractor shall submit **Two (2)** copies of the Final Construction Progress Schedule within 4 calendar days of OWNER review.

3. Submit revised Progress Schedules with each Application for Payment, reflecting changes since previous submittal.

D. Submittal Schedule

1. Submit a Submittal Schedule in duplicate within **twenty (20)** working days following receipt of the fully executed formal Contract Agreement by the Contractor. After review by **OWNER** and the **DESIGNER** revise and resubmit as required.
2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for the Architect's final release of approval.
3. Show submittal dates required for Shop Drawings, Product Data, and Samples, and product delivery dates, including those furnished by Owner and those under Allowances as applicable.

E. Schedule Of Values

1. Submit Contract Schedule Of Values in duplicate within 10 days after date of Owner - Contractor Agreement. The Contractor shall include in their Contract Schedule of Values a Closeout Documentation Line Item. **The Closeout Documentation Line Item shall consist of 5%** of the total contract amount. This Closeout Documentation Line Item is to ensure that all Closeout Documentation are provided to the Owner and Consultant in a timely manner as stated in these Contract Documents.
2. Submit typed schedule on "Application for Payment", Form Section 00 62 76, BGS revised 05 April 2021.
3. Format: Table of Contents of this Project Manual.
4. Include in each line item a directly proportional amount of Contractor's overhead and profit.
5. Revise schedule to list change orders, for each application for payment.

F. Shop Drawings

1. Shop drawings will be submitted to Owner, in accordance with para. 1.05 of this Section.

G. Product Data

1. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.

beginning of the contract work, whichever comes first. Owner will provide Contractor with an excel spreadsheet to fill in with required employee information.

4. The required employee information shall include: Company name, first name, middle initial, last name, suffix, maiden name(s), date of birth, gender, Driver License Number and State, Social Security Number, and Address with street, city and state for each person.
5. Results from the NCIC background check are controlled under the Privacy Act of 1974 and not permitted to be given to anyone not acting in a Security Force capacity. No details of the background check will be revealed other than a pass/fail or suspended/revoked.
6. The Department retains the right to screen and restrict from the facility, personnel employed by or who represent the contractor, who do not receive a satisfactory/passing background check.
7. The Department will provide to the Contractor the names of those personnel that are acceptable for access to facilities and those who are not acceptable for unescorted access.
8. Contractors/vendors with acceptable background checks will be issued Contractor Badges for that individual's unescorted entry. The badges will be issued for the duration of the contract, or service agreement, not to exceed two years.

1.06 QUALITY CONTROL

A. Quality Control, General

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Workmanship

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform work by persons qualified to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

C. Manufacturers' Instructions

1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Manufacturers' Certificates

1. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products that meet or exceed specified requirements.

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

1. All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company
2. The Contractor shall be allowed to hook to existing electrical panel in building, for temporary power. The Contractor will not disrupt power at building. The Owner will only pay for cost of electricity.
3. The Contractor shall provide all temporary electrical panels.
4. The Contractor shall be responsible to fix any damages, caused by modifications for temporary services.

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

1. The Contractor shall prove temporary heat and equipment in interior spaces:
 - a. The Contractor shall not use electrical heating units if the Owner is supplying electrical power to the Contractor.
 - b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the

permanent heat distribution system for temporary heat.

- b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heat distribution system on a temporary basis.
6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
 7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Water

1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction for large amounts of water.

E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.
2. The Contractor shall maintain one interior working Sanitary Facility for use by the visiting MEARNG personnel and the MEARNG Project Manager. The Owner may also authorize some of the Contractor's authorized personnel to use interior Sanitary Facility. When the facility is unclean, the Contractor shall be responsible to provide a daily cleaning of the Sanitary Facility.

F. Barriers

1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

G. The Contractor will provide:

1. Office Trailer: Weather tight, with lighting, electrical receptacles, heating, cooling and drawing display table. The office trailer will have separate office space for the project manager to conduct his/her daily business.

2. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
3. His/her own on-site telephone, if so required for the conduct of his/her business.
4. Protected storage, if necessary.
5. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

H. Protection And Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

I. Security

1. Provide security program and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

J. Water Control

1. Water control is the responsibility of the Contractor.

K. Cleaning during Construction

1. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - a. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.

- b. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - c. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
2. Conduct daily inspection, more often if necessary, to verify that requirements for cleanliness are being satisfied.
3. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
4. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

L. Removal

1. Unless otherwise specified, materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
 - a. The Contractor shall remove and save all white boards. Protect and store in Storage Containers. The Contractor shall reinstall all white boards. The Owner shall show the Contractor the designated locations.
 - b. The Contractor shall remove and save the lobby wooden cabinet. Protect and store in Storage Containers.
 - c. Storage Items, the Contractor and the Owner shall walk through the Armory. Anything not labeled by the Owner for removal to the storage containers shall be disposed offsite.
2. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified, or to original, condition.
4. The Contractor shall be responsible for removing and disposing of solid wastes (including construction/demolition debris) per Section 01 35 43.

1.08 MATERIAL AND EQUIPMENT

A. Products

1. Products include material, equipment, and systems.

2. Comply with Specifications and referenced standards as minimum requirements.
3. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
4. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.
5. Build America, Buy America Act
 - a. The Infrastructure Investment and Jobs Act (“IIJA”). Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” American Act. Provide certification document at project completion.
 - b. The Equipment Manufacturers and the Material Manufacturers shall supply the certificate of compliance documents. The Contractor must provide to the Owner the certificate of compliance document that materials and equipment comply with the provision of the Build America, Buy America Act.
 - c. Purchased products must meet the Federal sustainability procurement requirements and the State sustainable procurement preferences. See Special Conditions 00 73 00, Section 17 for specific requirements.
 - d. ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED, materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed they shall be removed and replaced at no additional cost to the Owner.

B. Transportation and Handling

1. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

3. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
4. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

D. Products List

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

E. Substitutions

1. Substitutions shall be submitted to Designer a minimum of 72 hours prior to the bid date for review. Any substitutions not submitted 72 hours prior to the bid date shall not be reviewed or considered.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.
3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Waives claims for additional costs, which may subsequently become apparent.
5. The OWNER will determine acceptability of proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

1.09 CONTRACT CLOSEOUT

A. Closeout Procedures

1. Submit Closeout Documentation to the Architect/Engineer 10 days prior to the Substantial Completion Date. The Architect/Engineer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days

prior to the Substantial Completion Date. The Contractor shall not submit for Final Application for Payment until the Architect/Engineer has notified the Owner that Contractor has fulfilled the Contract Closeout Documentation Requirements.

2. When the Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Attachment A). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.
3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
5. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
6. Liquidated Damages, the minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5. The minimum liquidated damages for this project is in accordance with Section 00 52 13, State of Maine, Bureau of General Services, Construction Contract, Article 2. The work to be performed under this contract shall be completed on or before **1 October 2023**. For each calendar day the project remains uncompleted **\$150.00 dollars per day beyond the substantial completion date shall be charged as liquidated damages.**

B. Final Cleaning

1. Execute prior to final inspection.

2. Clean site; sweep hard surfaced areas, rake clean other surfaces.
3. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Owner will be responsible for cleaning after acceptance.

C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.
3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3.02 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.03 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Red-Line Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and an appurtenances, referenced to permanent surface improvements.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- G. Submit Closeout Documentation to the Designer 10 days prior to the Substantial Completion Date. The Designer shall confirm that the Contractor has fulfilled the Contract Closeout Documentation Requirements 10 days prior to the Substantial Completion Date.

3.04 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- B. Verify documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Submit before final Application for Payment.
- E. Time of Submittals:
 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION 01 00 00

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE (Read instructions on page two prior to initiating this form.)					DATE:		TRANSMITTAL NO			
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the contractor.)										
TO:			FROM:			DFE PROJECT NUMBER		CHECK ONE: <input type="checkbox"/> THIS IS A NEW SUBMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL NO. _____		
SPECIFICATION SEC NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION:							
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCIURE NO.	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTR- ACTOR USE CODE	VARIATION (See instr. #6)	FOR DFE USE CODE		
				SPEC PARA NO.	DRAWING SHEET NO.					
a.	b.	c.	d.	e.	f.	g.	h.	i.		
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
							<input type="checkbox"/>			
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated. _____ SIGNATURE OF THE CONTRACTOR NAME:					
SECTION II – APPROVAL ACTION										
ENCLOSURES RETURNED (List by Item No.)			NAME, TITLE OF APPROVING AUTHORITY				DATE			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the DFE Project Number, will form a serial number for identifying each submittal. For example: 23SR10-470-D-T1
3. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. A separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column (Section I, Column h) when a submittal is not in accordance with the plans and specifications. Also, a written statement to that effect shall be included in the space provided for "Remarks".
7. The form is a self-transmittal, i.e. letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in Section I, Column c.
9. Directorate of Facilities Engineering approving authority will assign action codes as indicated below in space provided in Section I, Column i to each item submitted. In addition, they will ensure enclosures are indicated and attached to the form prior to return to the Contractor. The Contractor will assign action codes as indicated below in Section I, Column g to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A – Approved as submitted

B – Approved, except as noted on drawings

C – Approved, except as noted on drawings.

Refer to attached sheet resubmission required.

D – Will be returned by separate correspondence.

E – Disapproved (See Attached)

F – Receipt acknowledged.

FX – Receipt acknowledged, does not comply as noted with contract requirements.

G – Other (Specify)

10. Approval of items does not relieve the Contractor from complying with all the requirements of the contract plans and specifications