

**DEPARTMENT OF DEFENSE, VETERANS,
AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEERING SQUADRON
MAINE AIR NATIONAL GUARD
BUILDING P-1 Interior Repair
BGS PROJECT # 3700
SOUTH PORTLAND, MAINE**



PROJECT MANUAL

16 August 2023

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTACTING REQUIREMENTS

00 01 01	TITLE PAGE
00 10 10	TABLE OF CONTENTS
00 11 13	NOTICE TO CONTRACTORS
00 21 13	INSTRUCTIONS TO BIDDERS
00 41 13	BID FORMS
00 43 13	BID BOND
00 52 13	CONTRACT AGREEMENT FORM
00 61 13.13	CONTRACTOR PERFORMANCE BOND
00 61 13.16	CONTRACTOR PAYMENT BOND
00 62 76.11	REQUISITION FOR PAYMENT
00 63 46	CONSTRUCTION CHANGE DIRECTIVE
00 63 63	CHANGE ORDER
00 71 00	DEFINITIONS
00 72 13	GENERAL CONDITIONS
00 73 00	SPECIAL CONDITIONS STATE CONTRACTS
00 73 46	WAGE DETERMINATION SCHEDULE

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY OF WORK
----------	-----------------

00 11 13
Notice to Contractors

SPANGS Building P-1 Interior Repair

3700

To ensure continued habitability, functionality, and safety, South Portland Air National Guard Station (SPANGS) building P-1, requires repair/maintenance on interior ceiling tiles and flooring as well as repair/maintenance on exterior doors, one exterior stairway, and one main entrance landing.

All work is to be done on/within a restricted access facility and all members of the awarded work team (contractors and subcontractors) must be able to pass a background check performed by the Maine Air National Guard Security Forces Squadron.

Portions of the flooring work requires asbestos abatement. Bidders must be or subcontract a Licensed Asbestos Abatement Contractor and comply with all applicable requirements listed in UFGS 02 82 00 Asbestos Remediation.

The cost of the work is approximately \$ 165,000. The contract shall designate the Substantial Completion Date on or before *31 January 2024*, and the Contract Final Completion Date on or before *31 January 2024*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for SPANGS Building P-1 Interior Repair**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m. on 31 August, 2023**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

Any bid received 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. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Bob Gurney, BGS Project Manager, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

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

00 11 13
Notice to Contractors

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.
6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.
7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *optional* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *The pre-bid conference will take place 24 August, 2023 at 9:00 a.m. at the project site: 50 Western Ave, South Portland, Maine.*
8. Bid Documents - full sets only - will be available on or about *18 August, 2023* and may be obtained *at no cost* from:
The Bureau of General Services Website:
<https://www.maine.gov/dafs/bgs/business-opportunities#invitationforbid>
9. Bid Documents may be examined at:

<i>AGC Maine</i>	<i>Construction Summary</i>
<i>188 Whitten Road</i>	<i>734 Chestnut Street</i>
<i>Augusta, ME 04330</i>	<i>Manchester, NH 03104</i>
<i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Phone 603-627-8856 Fax 603-627-4524</i>

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1 A bidder is a Contractor which is evidently qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

00 21 13
Instructions to Bidders

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

2. Authority of Owner
 - 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
 - 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
 - 2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.

3. Submitting Bids and Bid Requirements
 - 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
 - 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
 - 3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
 - 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
 - 3.5 Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

00 21 13
Instructions to Bidders

- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau.
- A bid may be withdrawn without penalty after the bid closing time if, in the determination of the Bureau, evidence provided by the Contractor shows an apparent unintended error such as a miscalculation, or an erroneous number on estimating documents, was the cause of an inaccurate bid. The Bureau may allow withdrawal in consideration of the bid bond or, without utilizing a bid bond, if the Bureau considers documented evidence provided by the Contractor shows factual errors had been made on the bid form.
- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

**00 41 13
Contractor Bid Form**

SPANGS Building P-1 Interior Repair

3700

Bid Form submitted by: <Bid Administrator to select...>

Bid Administrator:

Bob Gurney
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

BGS.Architect@Maine.gov

Bidder:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

**00 41 13
Contractor Bid Form**

1. The Bidder, having carefully examined the *SPANGS Building P-1 Interior Repair* Project Manual dated 16 August, 2023, prepared by Maine Air National Guard, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

2. Allowances *are not included* on this project.
No Allowances

\$ 0.00

3. Alternate Bids *are included* on this project.
Alternate Bids are as shown below
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 *Exterior Stair Replacement* \$ _____ .00

2 *Office Modifications (Room 1)* \$ _____ .00

3 *Office Modifications (Room 45)* \$ _____ .00

4 *Not Used* \$ _____ .00

4. Bid security *is required* on this project.
If noted above as required, or if the Base Bid amount exceeds \$125,000.00, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

5. Filed Sub-bids *are not required* on this project.
If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

**00 43 13
Contractor Bid Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of five percent of the bid amount, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of insert name of project as designated in the contract documents

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

**00 43 13
Contractor Bid Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the first specified bid due date, or subsequent bid due date revised by addendum.

Contractor

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

Surety

(Signature)

insert name and title

insert company name

*insert address
insert city state zip code*

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

*This form is used when the Contract value is \$50,000 or greater.
The Project Manual, Specifications and Drawings, and any Addenda are considered part of this Contract.*

Agreement entered into by and between the contracting entity name hereinafter called the **Owner** and Contractor company name hereinafter called the **Contractor**.

BGS Project No.: number assigned by BGS Other Project No.: _____

For the following Project: title of project as shown on bid documents at facility or campus name, municipality, Maine.

The Specifications and the Drawings have been prepared by Consultant firm name, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

The *Owner* and *Contractor* agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

Base Bid	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
Total Contract Amount	<u>\$0.00</u>

1.2 The Contractor’s requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

1.2.1 Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

1.2.2 Provisions for late payments are governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

ARTICLE 2 COMMENCEMENT AND COMPLETION DATES

2.1 The Work of this Contract shall commence no sooner than the date this document is executed by the approval authority, or a subsequent date designated in the contract documents.

2.2 The Substantial Completion Date shall be _____.

2.3 The Work of this Contract shall be completed on or before the Contract Final Completion Date of _____.

2.4 The Contract Expiration Date shall be _____. (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

3.2 By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.3 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 On this project, the Contractor shall furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000, or if bonds are specifically required by the Contract Documents.

4.2 The Contractor shall comply with all laws, codes and regulations applicable to the Work.

4.3 The Contractor shall acquire all permits and third-party approvals applicable to the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

4.4 The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.

4.5 The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of Work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

5.2 By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

ARTICLE 6 INSTRUMENTS OF SERVICE

6.1 The Contractor's use of the drawings, specifications and other documents known as the Consultant's Instruments of Service is limited to the execution of the Contractor's scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Contract shall be governed by the laws of the State of Maine.

7.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

7.3 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this Agreement. The Owner shall timely notify the Contractor of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The Project Manual, Specifications and Drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

8.2 Specifications: **indicate date of issuance of project manual**

8.3 Drawings: **note here or attach each sheet number and title**

8.4 Addenda: **note each addenda number and date, or "none"**

BGS Project No.: _____

The Contract is effective as of the date executed by the approval authority.

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

Indicate the names of the review and approval individuals appropriate to the approval authority.

select proper approval authority			
Reviewed by:		Approved by:	
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
<i>insert name</i>		<i>Joseph H. Ostwald</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning, Design & Construction</i>	

**00 61 13.13
Contractor Performance Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.13
Contractor Performance Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**00 61 13.16
Contractor Payment Bond**

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

**00 61 13.16
Contractor Payment Bond**

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**State of Maine
CONSTRUCTION CONTRACT
Requisition for Payment**

SPANGS Building P-1 Interior Repair
50 Western Ave, South Portland, Maine

Requisition Number: **1**

Contractor Company name
address
city state zip code

Period Start Date: **1-Jul-2023**
Period End Date: **31-Jul-2023**
BGS Project No.: **3700**
Other Project No.: **VVRK222004**

Description of Work	Scheduled Value	Work Completed		Total Work Completed to Date	%	Balance To Finish
		Previous	This Period			
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
	0	0	0	0	0.0%	0
Total	\$0	\$0	\$0	\$0	0%	\$0
5% Retainage		\$0	\$0			
Previous Approved Payments		\$0				
Release of Retainage			\$0			
Current Payment Due			\$0			

Contractor
Type person's name, title here

.....
signature date

Consultant (Architect or Engineer)

Type firm name here
Type person's name, title here

.....
signature date

Owner

Type contracting entity name here
Type person's name, title here

.....
signature date

Bureau of General Services
-
Type person's name, title here

.....
signature date

State of Maine
CONSTRUCTION CONTRACT
Construction Change Directive

SPANGS Building P-1 Interior Repair
 50 Western Ave, South Portland, Maine

C. C. D. Number: **1**
 CP (Change Proposal) Number: **1**
 Issue Date of this Document: **31-Oct-2021**

Contractor Company name
 address
 city state zip code

BGS Project No.: **3700**
 Other Project No.: **VVRK222004**

CCD Item	Type name of CCD item here		
Description of Work	Type brief description here of work scope here.		
Reason or Necessity of Work	Type brief justification for change here.		
Method of Compensation	Select from drop down box...	Projected Total Cost	\$0
Supporting Documentation	is attached	Projected Calendar Days*	0

* Calendar Days refers to Contract Final Completion Date only.

Fully describe the scope of work of the CCD item in the table above and on attached drawings and specifications as necessary.

Indicate the reason for the work, and the estimated schedule and cost impacts.

This CCD records the order to do the work. The documented actual final time and cost changes are subject to approval in a subsequent Change Order process.

Consultant
 (Architect or Engineer) Type firm name here
 Type person's name, title here

 signature date

Contractor Type company name here
 Type person's name, title here

 signature date

Owner Type contracting entity name here
 Type person's name, title here

 signature date

Owner's Rep Type entity name here
 Type person's name, title here

 signature date

Bureau of
General Services Division of Planning, Design & Construction
 Type person's name, title here

 signature date

**State of Maine
CONSTRUCTION CONTRACT
Change Order**

SPANGS Building P-1 Interior Repair
50 Western Ave, South Portland, ME

Change Order Number: **1**

Issue Date of this Document: **31-Dec-2022**

Contractor Company name

address
city state zip code

BGS Project No.: **3700**
Other Project No.: **VVRK222004**

Cost Change

Show Deduct as a negative number, e.g.: "-\$850".

	Add	Deduct	Total
Net Amount of this Change Order	\$0	\$0	
Net Amount of Previous Change Orders	\$0	\$0	
Net of Change Orders to Date	\$0	\$0	\$0
Original Contract Amount			\$0
Revised Contract Amount			\$0

Time Change

Show Deduct as a negative number, e.g.: "-8".

	Add	Deduct	Total
Net Calendar Days Adjusted by this Change Order	0	0	
Net Calendar Days Adjusted by Previous Change Orders	0	0	
Net of Change Orders to Date	0	0	0
Original Contract Final Completion Date			31-Dec-2023
Revised Contract Final Completion Date*			31-Dec-2023

Consultant (Architect or Engineer)

Type firm name here
Type person's name, title here

signature date

Contractor

Type company name here
Type person's name, title here

signature date

Owner

Type contracting entity name here
Type person's name, title here

signature date

Type Entity, such as "Owner's Rep", or "not used"

Type entity name here
Type person's name, title here

signature date

Bureau of General Services

Division of Planning, Design & Construction
Type person's name, title here

signature date

Attach the "List of Change Order Items" sheet, plus all supporting documentation for each Change Order Item.

Substantial Completion Date: the deadline for first beneficial use by Owner, as certified by Consultant.

** **Contract Final Completion Date** : the Contractor's final completion deadline for contract work.*

Contract Expiration Date: the Owner's deadline for internal management of contract accounts;

Contract Expiration Date does not directly relate to any contract obligation of the Contractor.

<i>1-Dec-2023</i>
<i>31-Dec-2023</i>
<i>29-Feb-2024</i>

List of Change Order Items

SPANGS Building P-1 Interior Repair
Contractor Company name

C. O. Number: 1

CO Item No.	CP No.	Item Name	Reason Code	Calendar Days*	Cost
1	1	Type brief name of Change Order Item here		0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
Totals				0	\$0

Reason Codes

- EO Error or omission of Consultant*
- UC Unforeseen job site condition*
- OC Owner-generated change*
- RC Regulatory authority-generated change*
- CC Contractor-generated change*

** Calendar Days shows Contract Final Completion Date impact only.*

Attach this sheet to the BGS "Change Order" cover sheet (with cost and time summaries, and signatures). Attach a "Details" sheet, and other supporting documentation, for each Change Order Item listed above.

Details of Change Order Item

SPANGS Building P-1 Interior Repair
 50 Western Ave, South Portland, ME

Change Order Item Number **1**
 CP (Change Proposal) Number **1**
 Issue Date of this Document: **31-Oct-2021**

Contractor Company name
 address
 city state zip code

BGS Project No.: **3700**
 Other Project No.: **VVRK222004**

Change Order Item	Type name of Change Order Item here			
Description of Work	Type brief description here of work scope here.			
Reason or Necessity of Work	Type brief justification for change here.			
Cost Breakdown	Work by Subcontractor only	Work by Sub and Contractor	Work by Contractor only	
Subcontractor base cost	\$0	\$0		
Subcontractor markup	\$0	\$0		
Contractor base cost		\$0	\$0	
Contractor markup	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	
Compensation	lump sum		Total Cost	
Initiated by	Consultant		Calendar Days*	0
Reason Code	CC	Supporting Documentation		is attached

EO
Error or omission of Consultant
UC
Unforeseen job site condition
OC
Owner-generated change
RC
Regulatory authority-generated change
CC
Contractor-generated change

* Calendar Days shows Contract Final Completion Date impact only.

Consultant (Architect or Engineer) Type firm name here
 Type person's name, title here

 signature date

Contractor Type company name here
 Type person's name, title here

 signature date

Owner Type contracting entity name here
 Type person's name, title here

 signature date

Owner's Rep Type entity name here
 Type person's name, title here

 signature date

Bureau of General Services Division of Planning, Design & Construction
 Type person's name, title here

 signature date

00 71 00
Definitions

1. Definitions
 - 1.1 *Addendum*: A document issued by the Consultant that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.
 - 1.2 *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.
 - 1.3 *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.
 - 1.4 *Architect*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
 - 1.5 *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of the Work.
 - 1.6 *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the Project.
 - 1.7 *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.
 - 1.8 *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative. See also *Responsive and Responsible Bidder*.
 - 1.9 *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.
 - 1.10 *Bureau*: The State of Maine Bureau of General Services, or BGS, in the Department of Administrative and Financial Services.
 - 1.11 *Calendar days*: Consecutive days, as occurring on a calendar, taking into account each day of the week, month, year, and any religious, national or local holidays. Calendar days are used for changes in Contract Time.

00 71 00
Definitions

- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.
- 1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
- 1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
- 1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
- 1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
- 1.21 *Contract Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.
- 1.22 *Contract Final Completion Date*: Point of time when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

00 71 00
Definitions

- 1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.25 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
- 1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.27 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.28 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 1.29 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
- 1.30 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
- 1.31 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
- 1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.33 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
- 1.34 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.35 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate

00 71 00
Definitions

contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

A Post-Bid Addendum may also be issued after a competitive construction Bid opening to those Bidders who submitted a Bid initially, for the purpose of rebidding the Project work without re-advertising.

- 1.36 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.37 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
- 1.40 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of the Work.
- 1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.42 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
- 1.43 *Responsive and Responsible Bidder*: A bidder who complies, when submitting a bid on a given project, with the following *responsive* standards, as required by the Bid Documents:
- submits specific qualifications to bid the project, if required;
 - attends mandatory pre-bid conferences, if required;
 - submits a bid prior to the close of the bid period;
 - submits a complete bid form;
 - submits a bid without indications of intent contrary to the stated requirements;
 - submits other materials and information, such as bid security, as required;
- and, meets the following minimums regarding these *responsible* standards:
- sustains a satisfactory record of project performance;
 - maintains a permanent place of business in a known physical location;
 - possesses the financial means for short- and long-term operations;
 - possesses the appropriate technical experience and capabilities;
 - employs adequate personnel and subcontractor resources;

00 71 00
Definitions

maintains the equipment needed to perform the work;
complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
provides post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

- 1.44 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
- 1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.46 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 1.47 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
- 1.48 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.49 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.
- 1.50 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
- 1.51 *Substantial Completion Date*: Point of time when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
- 1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.53 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.

00 71 00
Definitions

- 1.54 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

00 72 13
General Conditions

Table of Contents of this General Conditions Section

1. Preconstruction Conference2

2. Intent and Correlation of Contract Documents.....2

3. Additional Drawings and Specifications3

4. Ownership of Contract Documents3

5. Permits, Laws, and Regulations3

6. Taxes4

7. Labor and Wages.....4

8. Indemnification5

9. Insurance Requirements5

10. Contract Bonds.....6

11. Patents and Royalties7

12. Surveys, Layout of Work7

13. Record of Documents.....7

14. Allowances8

15. Shop Drawings8

16. Samples8

17. Substitutions8

18. Assignment of Contract.....9

19. Separate Contracts.....9

20. Subcontracts10

21. Contractor-Subcontractor Relationship10

22. Supervision of the Work.....11

23. Observation of the Work11

24. Consultant's Status.....12

25. Management of the Premises12

26. Safety and Security of the Premises13

27. Changes in the Work14

28. Correction of the Work.....15

29. Owner's Right to do Work.....16

30. Termination of Contract and Stop Work Action16

31. Delays and Extension of Time17

32. Payments to the Contractor18

33. Payments Withheld19

34. Liens19

35. Workmanship19

36. Close-out of the Work20

37. Date of Completion and Liquidated Damages21

38. Dispute Resolution21

00 72 13
General Conditions

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.
- 1.1.1 Introduce all parties who have a significant role in the Project, including:
Owner (State agency or other contracting entity)
 Owner's Representative
Consultant (Architect or Engineer)
 Subconsultants
 Clerk-of-the-works
Contractor (GC)
 Superintendent
 Subcontractors
Other State agencies
Construction testing company
Commissioning agent
Special Inspections agent
Bureau of General Services (BGS);
- 1.1.2 Review the responsibilities of each party;
- 1.1.3 Review any previously-identified special provisions of the Project;
- 1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
- 1.1.7 discuss jobsite issues;
- 1.1.8 Discuss Project close-out procedures;
- 1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and
- 1.1.10 Schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

- 2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.
- 2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Consultant and authorized in writing by the Consultant, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.
- 2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of such errors or omissions. The Consultant shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

00 72 13
General Conditions

3. Additional Drawings and Specifications

- 3.1 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Ownership of Contract Documents

- 4.1 The designs represented on the Contract Documents are the property of the Consultant. The Drawings and Specifications shall not be used on other work without consent of the Consultant.

5. Permits, Laws, and Regulations

- 5.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 5.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 5.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.
- 5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.
- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

00 72 13
General Conditions

6. Taxes

- 6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.
- 6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).
- 6.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

- 7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 7.2 The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.
- 7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security

00 72 13
General Conditions

charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.

- 7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

8. Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.
- 8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.
- 8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.
- 9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.
- 9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance

00 72 13
General Conditions

in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

- 9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident.....	\$500,000
Bodily Injury by Disease.....	\$500,000 Each Employee
Bodily Injury by Disease.....	\$500,000 Policy Limit

- 9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:

General aggregate limit.....	\$2,000,000
Products and completed operations aggregate	\$1,000,000
Each occurrence limit.....	\$1,000,000
Personal injury aggregate.....	\$1,000,000

- 9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss	\$500,000
--------------------------------	-----------

- 9.3.4 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

- 9.3.5 The Contractor shall have Owner's Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

General aggregate limit.....	\$2,000,000
Each occurrence limit.....	\$1,000,000

10. Contract Bonds

- 10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be

00 72 13
General Conditions

executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.

- 10.2 The contract bonds shall continue in effect for one year after final acceptance of the 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.

11. Patents and Royalties

- 11.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.
- 11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

12. Surveys, Layout of Work

- 12.1 The Owner shall furnish all property surveys unless otherwise specified.
- 12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

- 13.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

00 72 13
General Conditions

14. Allowances

- 14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.
- 14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

15. Shop Drawings

- 15.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

16. Samples

- 16.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

17. Substitutions

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors

00 72 13
General Conditions

and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.
- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

- 18.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

19. Separate Contracts

- 19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
- 19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.
- 19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

00 72 13
General Conditions

20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

21. Contractor-Subcontractor Relationship

- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

00 72 13
General Conditions

- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.
22. Supervision of the Work
- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.
23. Observation of the Work
- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

00 72 13
General Conditions

- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.
24. Consultant's Status
- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.
25. Management of the Premises
- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.

00 72 13
General Conditions

- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.
26. Safety and Security of the Premises
- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

00 72 13
General Conditions

- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.
27. Changes in the Work
- 27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
 - .2 unit prices named in the contract or subsequently agreed upon, or
 - .3 cost plus a designated percentage, or
 - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which

00 72 13
General Conditions

- includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.
28. Correction of the Work
- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.

00 72 13
General Conditions

- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.
- 28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.
29. Owner's Right to do Work
- 29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.
- 29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.
30. Termination of Contract and Stop Work Action
- 30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials,

00 72 13
General Conditions

tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

- .1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
- .2 a receiver is appointed due to the Contractor's insolvency, or
- .3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
- .4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
- .5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

- 30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

- 31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.
- 31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.
- 31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates

00 72 13
General Conditions

which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

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

32. Payments to the Contractor

- 32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.
- 32.2 The Contractor shall submit an application for each payment (“Requisition for Payment”) on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner’s interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner’s interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

00 72 13
General Conditions

not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

33. Payments Withheld

- 33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this “retainage” to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).
- 33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- .1 defective work not remedied;
 - .2 claims filed or reasonable evidence indicating probable filing of claims;
 - .3 failure to make payments properly to Subcontractors or suppliers;
 - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
 - .5 liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

34. Liens

- 34.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.
- 34.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney’s fees.

35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant’s decision on the quality of work shall be final.

00 72 13
General Conditions

- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.
- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.
36. Close-out of the Work
- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

00 72 13
General Conditions

37. Date of Completion and Liquidated Damages

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.

- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.

- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.

- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor’s control.

- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

If the original contract amount is:	The per day Liquidated Damages shall be:
Less than \$100,000	\$250
\$100,000 to less than \$2,000,000	\$750
\$2,000,000 to less than \$10,000,000	\$1,500
\$10,000,000 and greater	\$1,500 plus \$250 for each \$2,000,000 over \$10,000,000

38. Dispute Resolution

38.1 Mediation

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.

- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

00 72 13
General Conditions

38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.

38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

1. GENERAL. Work performed under this contract is incident to the implementation of a Federal program with the State. Accordingly, this State contract shall be governed by, and construed according to below listed Federal law(s) as they may affect the rights, remedies, and obligations of the United States. Federal agencies are permitted to require changes, remedies, changed conditions, access to records retention, suspension of work, and other clauses required by the Office of Procurement Policy.
 - a. Administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - b. Termination for cause and for convenience by the grantee (State of Maine) including the manner by which it will be effected and the basis for settlement [All contracts in excess of \$10,000].
 - c. Notice of awarding agency requirements and regulations pertaining to reporting.
 - d. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
 - e. Awarding agency requirements pertaining to copyrights and rights in data.
 - f. Access by the grantee, the subgrantee, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - g. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
2. EQUAL OPPORTUNITY. Contractors shall comply with Executive Order 11246 of September, 24, 1965 entitled "Equal Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by in Department of Labor Regulations [41 CFR Part 60]. [All contracts in excess of \$10,000 by grantees and their contractor or subgrantees].
3. COPELAND "ANTIKICKBACK" ACT. Contractors shall comply with the provisions of the Copeland "Antikickback" Act [18 U.S.C. 874] as supplemented in Department of Labor Regulations [29 CFR Part 3]. [All contracts for construction or repair.]
4. DAVIS-BACON ACT. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor Regulations (29 CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 5 are incorporated by reference in this contract. This provision applies to all contracts excess of \$2,000 when required by Federal program grant legislation. The applicable Davis-Bacon Wage Rate [when applicable] is included in Section 00

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

73 46, Wage Rates. When not applicable, a State of Maine Wage determination may be substituted in Section 00 73 46, Wage Rates. In cases where the Davis-Bacon wage determination is applicable, the State Wage Rate will not be used.

5. **CONTRACT WORK HOURS.** The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act [40 U.S.C. 327-330] as supplemented by Department of Labor Regulations [29 CFR Part 5]. [Construction contracts in excess of \$2,000, and in excess of \$2,500 dollars for other contracts which involve the employment of mechanics or laborers.]

6. **ENVIRONMENTAL PROTECTION.**
 - a. **CLEAN AIR ACT.** The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act [42 U.S.C 18579(h)]. [Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.]

 - b. **CLEAN WATER ACT.** The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act [33 U.S.C. 1368], Executive Order 11738, Environmental Protection Agency regulations [40 CFR Part 15], and section 308 of the Federal Water Pollution Control Act (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. [Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.]

 - c. **RELATED ENVIRONMENTAL LAWS.** The Contractor shall comply with all applicable standards, orders, or requirements issued under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor or Local environmental regulation.

 - d. **VIOLATING FACILITIES.** The Contractor shall insure that no facility used in his/her performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of state. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in his/her performance under this contract is under consideration for listing on the EPA list of violating facilities.

7. **ENERGY POLICY AND CONSERVATION ACT.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub Law 94-163].

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

8. **NONDISCRIMINATION.** The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the ground of race, religion, color, national origin, sex and handicap. Accordingly, and to the extent applicable, the Contractor/Vendor covenants and agrees to the comply with the following:
 - a. Title VII or the Civil Rights Act of 1964 (42 U.S.C, Art 2000d et seq.), and DOD Regulations (32 CFR Part 300) issued thereunder;
 - b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Art 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
 - d. The Age Discrimination Act of 1975 (42 U.S.C. Art 61601 et seq.) and regulations issued thereunder (45 CFR Part 90).

9. **LOBBYING.**
 - a. The Contractor will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions; the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into any cooperative agreement; and, the extension , continuation , renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
 - b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C., Art 1352) is incorporated by reference.

10. **DRUG FREE WORK PLACE.**
 - a. The Contractor will comply with the provisions of the drug-free Work Place Act of 1988 (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.
 - b. The Final Rule, Government-wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and budget and the department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

11. TOBACCO-FREE WORKPLACE POLICY

- a. The Tobacco-Free Workplace Policy, is clearly stated below:

The use of tobacco products is prohibited within the boundaries of all federal and state workplaces, including all buildings, facilities, indoor and outdoor spaces and the surrounding grounds owned, managed, or inhabited by the Department of Defense, Veterans and Emergency Management. This policy applies to parking lots, walkways, vehicles, aircraft, and also to privately owned vehicles that are parked or operated on our properties. For illustrative purposes of this policy, tobacco is defined as any type of tobacco product to include, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bide, hookahs, smokeless, spit tobacco or snuff.

12. USE OF UNITED STATES FLAG VESSELS.

- a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the division of National Cargo, Office of Market Development, U.S. Maritime Administration, Washington, D.C. 20590; and,
- c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this to contract, and to cause such provisions to be inserted in all subcontracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

13. DEBARMENT AND SUSPENSION.

- a. The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
- b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the office of management and budget and the Department of Defense (32 CFR Part 25) to implement the provisions of executive order 12549, "Debarment and Suspension" is incorporated by reference and the

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

contractor/vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the final rule that may hereafter be issued.

14. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY

ACQUISITION POLICIES. The Contractor/Vendor covenants and agrees that he/she will comply with the provisions of the uniform relocation assistance and real property acquisition policies act of 1970 (42 U.S.C. 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).11

15. BUY AMERICAN ACT. The Contractor will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and Construction materials are exempted from application of the Buy American Act.

16. SAFETY DATA SHEET REQUIREMENTS

The contractor shall provide a list any hazardous material that requires a Safety Data Sheet (SDS). If hazardous materials will be stored onsite then the contractor shall keep SDS's available onsite and train personnel that may be exposed to the chemicals any hazards and how to understand the info in the SDS. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

17. SUSTAINABLE PROCUREMENT REQUIREMENTS (for projects less than \$100,000)

Contractors shall ensure purchased products meet Federal sustainable procurement requirements of 40 CFR 247 and State sustainable procurement preferences in accordance with the following:

- A. Any purchase of the 61 product types listed below must meet the minimum recycled/recovered content standards given in the U.S. EPA CPG. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended content levels.

Category	Product
Paper and Paper	Paper and Paper Products
Vehicular	Engine Coolants
	Rebuilt Vehicular Parts

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

	Re-refined Lubricating Oils
	Retread Tires
Construction	Building Insulation Products
	Carpet Cushion
	Cement and Concrete Containing Coal Fly Ash
	Ground Granulated Blast Furnace Slag
	Cenospheres or Silica Fume
	Consolidated and Reprocessed Latex Paint
	Floor Tiles
	Flowable Fill
	Laminated Paperboard
	Modular Threshold Ramps
	Nonpressure Pipe
	Patio Blocks
	Polyester Carpet
	Railroad Grade Crossing Surfaces
	Roofing Materials
	Shower / Restroom Dividers
	Structural Fiberboard / Ceiling Tiles
Transportation	Channelizers
	Delineators
	Flexible Delineators
	Parking Stops
	Traffic Barricades
	Traffic Cones
Park and Recreation	Park Benches and Picnic Tables
	Plastic Fencing
	Playground Equipment
	Playground Surfaces
	Running Tracks
Landscaping	Food Waste Compost
	Garden and Soaker Hoses
	Hydraulic Mulch
	Lawn and Garden Edging
	Plastic Lumber Landscaping Timbers and Posts
	Yard Trimmings Compost
Nonpaper Office	Binders (plastic covered, chipboard, and pressboard)
	Office Furniture
	Office Recycling Containers
	Office Waste Receptacles
	Plastic Binders
	Plastic Clipboards
	Plastic File Folders
	Plastic Clip Portfolios
	Plastic Presentation Folders
	Plastic Desktop Accessories
	Plastic Envelopes

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

	Plastic Trash Bags
	Printer Ribbons
	Toner Cartridges
Miscellaneous	Awards and Plaques
	Bike Racks
	Blasting Grit
	Industrial Drums
	Manual-Grade Strapping
	Mats
	Pallets
	Signage
	Sorbents

B. Exceptions

Exceptions to CPG procurement requirement given in Paragraph (A), above, may be granted based on cost, availability, and performance. Any exceptions for an individual item or group of like items must be documented.

C. Documentation

1. Contractor must certify that the percentage of recovered materials to be used in the performance of the contract either meet or exceed the applicable CPG specifications or are exempted due for cost, availability, performances or other contractual requirements.
2. Any exceptions for an individual item or group of like items must be documented.
3. The certification and documentation described in Paragraphs (C)(1) and (2), above, must be updated during performance of the contract and delivered to the Owner on the attached Sustainable Procurement Project Tracking Form (<\$100,000) as part of Closeout Documentation.
4. The Contract Administrator must retain the documentation listed in Paragraphs (C)(1) and (2), above, as part of the contract/project file.

D. State Procurement Preference

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

The State of Maine's procurement preferences include, but are not limited to: Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP) designated); Water-efficient (WaterSense); Biobased products designated by USDA; Environmentally preferable (e.g., EPEAT®-registered, or non-toxic or less toxic alternatives); Non-ozone depleting; and Recycled content materials not addresses in the EPA-designated Comprehensive Procurement Guidelines (CPG) products. If products being evaluated qualify for multiple and/or dissimilar sustainable procurement categories, the selection preference should be based on the contractor's best professional judgement as to which product best meets sustainability and project objectives. Exceptions to the State's sustainable procurement preference may be granted based on cost, availability, or performance.

**00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS**

**Sustainable Procurement Project Tracking Form
(Projects less than \$100,000)**

Project Name:	Project No.:
Project Location:	Date:

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the undersigned Responsible Corporate Officer / Individual certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

_____ Date:

Signature

Printed Name

<u>EPA-Designated CPG Material Purchase Exemptions</u>	<u>Cost</u>	<u>Availability</u>	<u>Performance</u>

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

17. **SUSTAINABLE PROCUREMENT REQUIREMENTS (for projects equal to or more than \$100,000)**

Contractors shall ensure purchased products meet Federal sustainable procurement requirements of 40 CFR 247 and State sustainable procurement preferences in accordance with the following:

- A. Any purchase of the 61 product types listed below must meet the minimum recycled/recovered content standards given in the U.S. EPA CPG. Visit <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> for a complete list of designated products and the associated recommended content levels.

Category	Product
Paper and Paper	Paper and Paper Products
Vehicular	Engine Coolants
	Rebuilt Vehicular Parts
	Re-refined Lubricating Oils
	Retread Tires
Construction	Building Insulation Products
	Carpet Cushion
	Cement and Concrete Containing Coal Fly Ash
	Ground Granulated Blast Furnace Slag
	Cenospheres, or Silica Fume
	Consolidated and Reprocessed Latex Paint
	Floor Tiles
	Flowable Fill
	Laminated Paperboard
	Modular Threshold Ramps
	Nonpressure Pipe
	Patio Blocks
	Polyester Carpet
	Railroad Grade Crossing Surfaces
Roofing Materials	
Shower / Restroom Dividers	
Structural Fiberboard / Ceiling Tiles	
Transportation	Channelizers
	Delineators
	Flexible Delineators
	Parking Stops
	Traffic Barricades
	Traffic Cones
Park and Recreation	Park Benches and Picnic Tables
	Plastic Fencing
	Playground Equipment

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

	Playground Surfaces
	Running Tracks
Landscaping	Food Waste Compost
	Garden and Soaker Hoses
	Hydraulic Mulch
	Lawn and Garden Edging
	Plastic Lumber Landscaping Timbers and Posts
	Yard Trimmings Compost
Nonpaper Office	Binders (plastic covered, chipboard, and
	pressboard)
	Office Furniture
	Office Recycling Containers
	Office Waste Receptacles
	Plastic Binders
	Plastic Clipboards
	Plastic File Folders
	Plastic Clip Portfolios
	Plastic Presentation Folders
	Plastic Desktop Accessories
	Plastic Envelopes
	Plastic Trash Bags
	Printer Ribbons
	Toner Cartridges
Miscellaneous	Awards and Plaques
	Bike Racks
	Blasting Grit
	Industrial Drums
	Manual-Grade Strapping
	Mats
	Pallets
	Signage
	Sorbents

B. Exceptions

Exceptions to CPG procurement requirement given in Paragraph (A), above, may be granted based on cost, availability, and performance. Any exceptions for an individual item or group of like items must be documented.

C. Documentation

1. Contractor must certify that the percentage of recovered materials to be used in the performance of the contract either meet or exceed the

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

applicable CPG specifications or are exempted due for cost, availability, performances or other contractual requirements.

2. Any exceptions for an individual item or group of like items must be documented.
3. Estimate of Percentage of Recovered Material Content for EPA-Designated Items:
 - a. *Definitions.* As used in this clause—
 - i. “Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”
 - ii. “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - b. The Contractor, on completion of this contract, shall estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content.
4. The certification and documentation described in Paragraphs (C)(1) – (3), above, must be updated during performance of the contract and delivered to the Owner on the attached Sustainable Procurement Project Tracking Form (>\$100,000) as part of Closeout Documentation.
5. The Contract Administrator must retain the documentation listed in Paragraphs C (1) – (3), above, as part of the contract/project file.

D. State Procurement Preference

The State of Maine’s procurement preferences include, but are not limited to: Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP) designated); Water-efficient (WaterSense); Biobased products designated by USDA; Environmentally preferable (e.g., EPEAT®-registered, or non-toxic or less toxic alternatives); Non-ozone depleting; and Recycled content materials not addresses in the EPA-designated Comprehensive Procurement Guidelines (CPG) products. If products being evaluated qualify for multiple and/or dissimilar

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

sustainable procurement categories, the selection preference should be based on the contractor's best professional judgement as to which product best meets sustainability and project objectives. Exceptions to the State's sustainable procurement preference may be granted based on cost, availability, or performance.

00 73 00
SPECIAL CONDITIONS
STATE CONTRACTS

Sustainable Procurement Project Tracking Form
(Projects equal to or greater than \$100,000)

Project Name:	Project No.:
Project Location:	Date:

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the undersigned Responsible Corporate Officer / Individual certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

_____ Date:

 Signature

 Printed Name

<u>EPA-Designated CPG Material Purchased</u>	<u>Estimated Percentage of Recovered Content</u>	<u>Applicable Exception: Cost, Availability or Performance</u>

END OF SECTION

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

1.2 Summary

- A. This Section includes the wage determination requirements for Contractors as issued by the State of Maine Department of Labor Bureau of Labor Standards or the United States Department of Labor.

1.3 Requirements

- A. Conform to the wage determination schedule for this project which is shown on the following page.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2023 Fair Minimum Wage Rates
Building 2 Cumberland County
(other than 1 or 2 family homes)**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Brickmasons And Blockmasons	\$33.00	\$4.62	\$37.62
Bulldozer Operator	\$30.00	\$7.29	\$37.29
Carpenter	\$32.59	\$12.38	\$44.97
Cement Masons And Concrete Finisher	\$24.50	\$3.86	\$28.36
Construction And Maintenance Painters	\$23.00	\$2.38	\$25.38
Construction Laborer	\$21.74	\$3.06	\$24.80
Control And Valve Installers And Repairers - Except Mechanical Door	\$31.00	\$9.86	\$40.86
Crane And Tower Operators	\$33.50	\$11.51	\$45.01
Drywall And Ceiling Tile Installers	\$26.50	\$3.91	\$30.41
Earth Drillers - Except Oil And Gas	\$28.25	\$4.94	\$33.19
Electrical Power - Line Installer And Repairers	\$54.08	\$25.81	\$79.89
Electricians	\$29.64	\$6.43	\$36.07
Elevator Installers And Repairers	\$65.62	\$43.13	\$108.75
Excavating And Loading Machine And Dragline Operators	\$24.00	\$3.24	\$27.24
Excavator Operator	\$28.00	\$2.10	\$30.10
Fence Erectors	\$24.00	\$4.59	\$28.59
Floor Layers - Except Carpet/Wood/Hard Tiles	\$24.00	\$6.32	\$30.32
Glaziers	\$22.75	\$4.75	\$27.50
Grader/Scraper Operator	\$24.76	\$3.96	\$28.72
Hazardous Materials Removal Workers	\$21.00	\$0.84	\$21.84
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$30.55	\$5.02	\$35.57
Heavy And Tractor - Trailer Truck Drivers	\$22.50	\$1.31	\$23.81
Industrial Machinery Mechanics	\$33.43	\$2.38	\$35.81
Insulation Worker - Mechanical	\$22.63	\$3.63	\$26.26
Ironworker - Ornamental	\$27.22	\$5.55	\$32.77
Light Truck Or Delivery Services Drivers	\$22.00	\$3.17	\$25.17
Millwrights	\$33.90	\$10.37	\$44.27
Mobile Heavy Equipment Mechanics - Except Engines	\$25.00	\$4.32	\$29.32
Operating Engineers And Other Equipment Operators	\$26.63	\$7.17	\$33.80
Pipelayers	\$25.50	\$3.54	\$29.04
Plasterers And Stucco Masons	\$42.18	\$19.67	\$61.85
Plumbers Pipe Fitters And Steamfitters	\$32.00	\$4.76	\$36.76
Reinforcing Iron And Rebar Workers	\$24.00	\$5.94	\$29.94
Riggers	\$28.00	\$9.74	\$37.74
Roofers	\$25.00	\$1.08	\$26.08
Sheet Metal Workers	\$26.40	\$2.47	\$28.87
Structural Iron And Steel Workers	\$32.02	\$24.67	\$56.69
Tapers	\$28.00	\$4.18	\$32.18
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$30.50	\$10.07	\$40.57
Telecommunications Line Installers And Repairers	\$24.00	\$4.13	\$28.13
Tile And Marble Setters	\$25.00	\$5.03	\$30.03

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)


Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: 

**Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards**

Expiration Date: 12-31-2023

MAINE AIR NATIONAL GUARD
BANGOR, MAINE

SECTION 01 10 00

SUMMARY OF WORK

MAINE AIR NATIONAL GUARD
101st CIVIL ENGINEER SQUADRON (AMC)
106 ASHLEY STREET, SUITE 486
BANGOR, MAINE 04401-3051

BUILDING P-1 Interior Repair
SOUTH PORTLAND AIR NATIONAL GUARD,
NGB Project #: VVRK222004
BGS PROJECT #: 3700



PART 1

GENERAL:

1.1. LOCATION:

Maine Air National Guard (ANG), Building P-1 50 Western Ave. South Portland, Maine 04106.

1.2. CONTRACT OWNERS REPRESENTATIVES:

The 101st Civil Engineering Squadron designated owner's representatives for this project are: Maj. Taylor McDonald and Glen Tompkins.

1.3. PERIOD OF PERFORMANCE:

The Contractor shall be required to complete work under this contract within the contract performance period specified in the contract. Construction workdays shall be 7:00 AM to 3:30 PM Monday through Friday excluding Federal Holidays and State Closures.

1.4. GOVERNMENT FURNISHED MATERIALS: None.

1.5. SUBMITTALS:

Provide electronic submittals to the COR for review / approval.

The following submittals are required.

1.5.1. Qualifications of site supervisor/quality control manager.

1.5.2. Key employee list and contact information.

1.5.3. Sub-contractor list

1.5.4. Proposed project schedule via Gantt chart, with a two week look ahead (updated weekly).

1.5.5. All requirements listed in UFGS 02 82 00 Asbestos Remediation

1.5.6. Safety Data Sheets of chemicals (used and installed), and estimated amounts to be used during the project, prior to use of the chemical.

1.5.7. Dust control plan for demolition and removal.

1.5.8. Insulation product data

1.5.9. Firestop product data

1.5.10. Door panel product data

1.5.11. Door frame product data

1.5.12. Door hardware product data

1.5.13. Gypsum board product data

1.5.14. Suspended ceiling tile product data

1.5.15. Carpet tile flooring product data

1.5.16. Carpet adhesive product data

1.5.17. Resilient base and adhesive product data

1.5.18. Product data for all paints and primers

1.5.19. Thermostat product data

1.5.20. Split system HVAC unit product data

1.5.21. Product data for all electrical devices

1.5.22. LED light fixture product data

1.5.23. Fire alarms & devices product data

1.5.24. O&M manuals for split system HVAC unit

1.6. OPERATIONS SECURITY (OPSEC):

1.6.1. Contractors will not disclose any details of the installation's infrastructure, operations, personnel staffing, or specifics of their project on the installation. The Air Force OPSEC Program aims to reduce the vulnerability of Air Force missions to information collection and exploitation by adversarial groups or individuals. Contractors, subcontractors, and their employees can actively participate in OPSEC by refraining from asking questions about or publicly repeating knowledge of the following base information or activities: movement and capabilities of forces, personnel and equipment present; operations of the base in general, to include timing or positioning of aircraft; manning or operations of security posts; aircraft or personnel schedule information; and/or personally identifiable information such as rank, names, phone numbers, etc.

1.6.1.1. **AT LEVEL I TRAINING:** All contractor employees, to include subcontractor employees, requiring access to a Government Installation, Facility, and/or Controlled Access area shall receive AT Level I awareness training prior to entering the Installation, Facility, and/or Area. The contractor must send a representative to the base Pre-Construction meeting where the representative will receive AT training from an installation / facility security member, the contractor representative must then brief all contractor / subcontractor employees that need access to the installation, facility, or area for the project.

1.6.2. **ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES:** This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.6.2.1. Contractor and all associated sub-contractor employees should have a form of ID that is compliant with the Real ID Act. State of Maine licenses or State IDs issued after 1 July 2019 may meet this

requirement if said license or ID has a Real ID marker printed on the front. After 7 May 2025, contractors and all associated sub-contractor employees without a Real ID Act compliant ID will not be able to obtain or renew a DBIDS card/pass and will not be allowed on base.

1.6.2.2. For more information on Real IDs, go to the following websites, <https://www.maine.gov/sos/bmv/licenses/realid.html> <https://www.dhs.gov/real-id-frequently-asked-questions>

1.6.3. Under no circumstances will contractor employees, associated sub-contractor employees, vendors, or visitors be allowed to transport or possess a firearm onto a Federal Government controlled installation, facility, or area.

1.6.4. FOR CONTRACTORS THAT DO NOT REQUIRE CAC, BUT REQUIRE ACCESS TO A DOD FACILITY AND/OR INSTALLATION: Contractor and all associated sub-contractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative) or at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

1.7. ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES:
The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's 101st Security Forces, Director of Emergency Services, or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by the DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

2. PART 2 PRODUCTS:

2.1. Products need to conform to the following:

2.1.1. All products shall be in accordance with the Buy American Act.

2.1.2. Products will be per base standards.

2.1.3. Products are to be installed in accordance with manufacturer's specifications.

2.1.4. Products shall conform to project drawings and specifications.

3. PART 3

EXECUTION:

3.1. BASE BID ITEMS:

3.1.1. Replace/salvage approx. 13,455 SF of ceiling tiles. See Drawings AD101, AE101, and AE640. Ceiling tiles will be per the Base standard for ceiling tiles.

3.1.2. Replace approx. 9,794 SF of flooring (VCT, carpet, ceramic, and paint) plus associated cove base. The existing carpet is to be removed where applicable. Some rooms have underlying ACM (tiles or tile adhesive); Asbestos remediation is only required if an ACM tile is damaged during carpet removal, in which case the ACM tile and ACM adhesive will be removed. See Drawings AD101, AE001, AE101, and AE502.

3.1.3. Replace/Repair floor trench plate cover panels. See Drawings AD101 and AE101

3.1.4. Replace weather stripping on 24 exterior doors to make weather tight. See Drawings AD101 and AE101.

3.2. Alternate Bid Items:

3.2.1. **Exterior Stair Replacement:** Replace exterior stairs and rails located by the dining hall door including any required earthwork. See Drawing C-501 and C-503 for reference.

3.2.2. **Office Modifications (Room 1):** Perform modifications to Room 1 to create Room 1A, Room 1B, and Room 1C. Work includes walls, lighting, electrical, fire alarms, and HVAC. See Figure 1 for concept.

3.2.3. **Office Modifications (Room 45):** Perform modifications to Room 45 to create Room 45A and Room 45B. Work includes walls, lighting, electrical, fire alarms, and HVAC. See Figure 1 for concept.

3.3. SUMMARY OF WORK:

3.3.1. All work shall be accomplished in accordance with all applicable codes, including but not limited to NFPA 70, 90A, 101, the Uniform Plumbing Codes and ASHRAE 90.1, UFC 3-410-01, UFC-3-430-11, NFPA 54, ASHREA 62 & 90.1, State of Maine regulatory requirements.

3.3.2. All operational practices of the Contractor, workmanship, materials, equipment, and articles used in the performance of this contract shall be in accordance with the manufacturer's printed instructions and

specifications, industry standards, and standard trade practices.

3.3.3. All work performed under this contract to be executed in accordance with the drawings and specifications provided.

3.4. SAFETY:

3.4.1. The contractor shall comply with all OSHA, and NFPA life safety regulations while performing this project.

3.4.2. The Contractor shall coordinate activities throughout the project in a manner that allows emergency access to all existing roadways at all times without delays to emergency vehicles.

3.4.3. The Contractor shall submit all SDS of chemicals (used and installed), and estimated amount to be used during the project to the COR for coordination with the base Bioenvironmental and Environmental offices for approval, prior to use of the chemical.

3.5. Constraints

3.5.1. The building will be occupied for the duration of the project.

3.5.2. Working hours are 0700 - 1530 Monday through Friday. All federal holidays are observed.

3.5.3. Contractors and sub-contractors are required to submit background request forms (minimum 72 hours in advance) to work within this facility and are subject to search at all times.

3.5.4. Provide at least 48 hours notice for any utility outages required.

3.5.5. Pre-final and final inspections will be required, status of punch list items and beneficial occupancy will be tracked to completion on government approved form.

3.6. MISCELLANEOUS:

3.6.1. The Contractor shall execute daily cleanup and disposal of debris, rubbish, and solid wastes generated at the worksite.

3.6.2. The Contractor shall be responsible for providing portable lavatories. Location and staging area shall be coordinated with COR.

3.6.3. Submission of a Bid by a Contractor shall be accepted as prima-facie evidence that they have examined the specifications and drawings and have satisfied themselves as to the nature and location of the site of the proposed work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure of the Contractor to acquaint himself with all available information, including a

physical survey of the site of the proposed work, will not relieve him from successfully performing all the work required to be done for a complete, finished job.

- 3.6.4. The above brief outline of principle features of the work in no way limits the responsibility of the Contractor to perform all work and furnish all paint, labor, and materials and equipment required by the Statement of Work, plans, and specifications referred to herein.

3.7. Government Furnished (Exhibits):

The Government will furnish the following items for reference by the Contractor.

- 3.7.1. Hazardous Materials Identification Report dated 11 April 2017
- 3.7.2. Base standard for flooring materials
- 3.7.3. Base standard for ceiling tiles
- 3.7.4. Base Standard for interior LED light fixtures
- 3.7.5. Base standard for Split Unit HVAC
- 3.7.6. Base standard for detectors
- 3.7.7. Base standard for locks, cores and cylinders
- 3.7.8. Base standard for paints

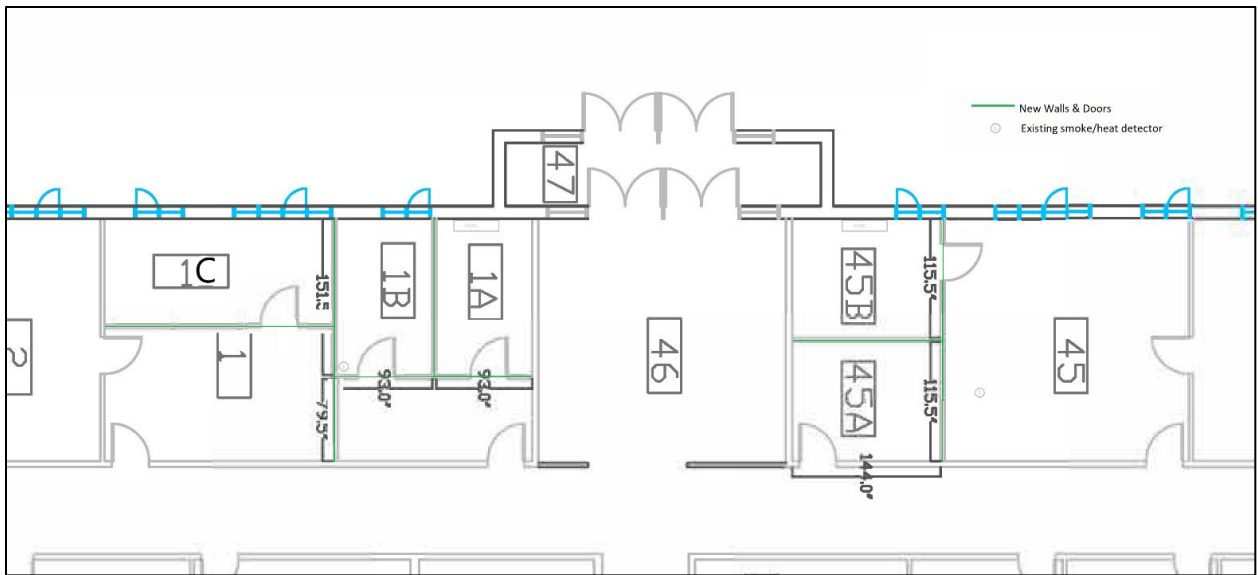


Figure 1: Office Modification Concept Sketch

SENSIBLE SOLUTIONS



**HAZARDOUS MATERIALS IDENTIFICATION
REPORT**

**MAINE AIR NATIONAL GUARD
50 WESTERN AVENUE
SOUTH PORTLAND, MAINE**

Prepared for: Colby Company Engineering
47A York Street
Portland, Maine 04101

**April 11, 2017
JN: 10838.006
Rev. 3**

Report Prepared By:
CES, Inc.
PO Box 639
465 South Main Street
Brewer, Maine 04412
207.989.4824



Corporate Office

465 South Main Street
PO Box 639
Brewer, Maine 04412
207.989.4824

www.ces-maine.com

EXECUTIVE SUMMARY

CES, Inc., (CES) conducted an assessment to identify hazardous materials on or within the Maine Air National Guard (MEANG) building located at 50 Western Avenue in South Portland, Maine. The South Portland facility is a single-story masonry structure which includes offices, classrooms, hallways, kitchen, restrooms, shower rooms, storage rooms, exercise room, locker room, and vehicle maintenance area.

This investigation focused on identifying Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), and potential hazardous materials that would require special handling and disposal or would be regulated prior to/during the planned renovation project. CES' initial assessment of the complex was conducted on September 20 and 23, 2016. A subsequent follow-up site visit was completed on January 19, 2017 to review previously unidentified suspect ACM and collect samples of previously unidentified suspect ACM. The investigation and subsequent follow-up revealed the following relevant information:

1. ACM identified by laboratory analysis consisted of:
 - ◆ Twelve-inch by twelve-inch (12x12) green with cream streaks floor tile and associated black adhesive (Samples SPU-001A and SPU-002A respectively);
 - ◆ 12x12 Black floor tile (SPU-004A); and
 - ◆ Brown floor tile beneath carpet (SPU-005A).

2. ACM identified on the interior of the structure during previously completed ACM assessments and confirmed to be present at the facility included:
 - ◆ Mud insulated pipe fittings on fiberglass insulated lines;
 - ◆ Floor tile and associated adhesive; and
 - ◆ Joint compound.

MDEP Asbestos Management Regulations (Chapter 425) specify that the removal and containerization of asbestos-containing joint compound used as a filler for nail holes and tape seams on previously identified wall systems located above the ceiling tiles is not a MDEP regulated activity.

3. Universal Wastes/potential hazardous materials/wastes including: fluorescent lights and associated light ballasts; sodium vapor lamps; emergency light batteries; and emergency exit signs were identified throughout the building.

4. LBP was not identified on the interior of the structure but was identified on the exterior of the structure and included:
 - ◆ Exterior safety yellow paint on metal and concrete supports.

Should the materials identified above be impacted by planned renovations, removal or remediation is required prior to disturbance, in accordance with applicable State of Maine and federal rules and regulations.

TABLE OF CONTENTS

EXECUTIVE SUMMARY	I
1.0 INTRODUCTION.....	1
2.0 ASBESTOS CONTAINING MATERIALS.....	1
2.1 Asbestos Identification Survey	1
2.2 Asbestos Sampling Results	2
3.0 POTENTIAL HAZARDOUS MATERIALS ASSESSMENT.....	3
4.0 LEAD ASSESSMENT	3
4.1 Lead-Based Paint Determination	3
5.0 CONCLUSIONS AND RECOMMENDATIONS	4
6.0 REPORT CERTIFICATION	6

FIGURES

Figure H-101 – South Portland Air National Guard Facility – Main Floor

TABLES

Table 1 – Summary of Asbestos Containing Materials

Table 2 – Estimated ACM Abatement Costs

Table 3 – Hazardous Materials Inventory

APPENDICES

Appendix A – Asbestos and Lead-Based Paint Inspector Certifications

Appendix B – Asbestos Analytical Laboratory Certifications

Appendix C – Asbestos Laboratory Analytical Results

Appendix D – Previously Completed Asbestos Assessments and Abatement Reports

Appendix E – Lead-Based Paint (LBP) Determination Report

Appendix F – MEANG Energy Project Documentation

1.0 INTRODUCTION

CES, Inc., (CES) conducted an assessment to identify hazardous materials on or within the Maine Air National Guard (MEANG) building located at 50 Western Avenue in South Portland, Maine.

The MEANG building consists of a single-story masonry structure which includes offices, classrooms, hallways, kitchen, restrooms, shower rooms, storage rooms, exercise room, locker room, and vehicle maintenance area.

This investigation was limited to identifying Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), and potential hazardous materials associated with the South Portland building and potentially impacted by planned facility upgrades.

2.0 ASBESTOS CONTAINING MATERIALS

2.1 Asbestos Identification Survey

The Asbestos Identification Survey was conducted in accordance with the Maine Department of Environmental Protection (MDEP) Chapter 425 Asbestos Management Regulations (April 3, 2011 revision) to provide information regarding the presence of interior and exterior ACM associated with the structure. Ms. Deborah Kasik (CES), a State of Maine licensed asbestos inspector, performed the field survey on September 20 and 23, 2016 and January 19, 2017. The January 19, 2017 site visit was completed to review previously unidentified suspect ACM and collect samples of previously unidentified suspect ACM. A copy of Ms. Kasik's Asbestos Inspector certification is included in **Appendix A**.

Completion of the Asbestos Identification Survey included:

- ◆ Review of previously completed asbestos assessment reports and asbestos abatement project documentation;
- ◆ Collection of 11 bulk samples of suspect ACM in accordance with MDEP regulations during subsequent site visit;
- ◆ Quantification of ACM identified by laboratory analysis;
- ◆ Visual verification of the presence/absence of previously identified ACM on the interior and exterior the building; and
- ◆ Visual identification of previously unidentified suspect ACM on the interior and exterior of the structure.

As with any scientific study, an asbestos identification survey is subject to a variety of limitations. Limitations to be considered in interpreting the results of the survey performed on this structure include the following:

- ◆ An asbestos identification survey may not be able to identify all ACM present throughout a facility;
- ◆ Variations in building materials used during construction and subsequent renovations;
- ◆ Inaccessible areas within wall cavities, under floors, and above solid ceilings; and
- ◆ At the request of the MEANG, sampling of the existing roof system was not performed.

Bulk samples of suspect ACM collected during the survey were submitted to EMSL Analytical, Inc. (EMSL) of South Portland, Maine for analysis. Bulk samples collected during this survey were analyzed using the MDEP required analytical methods: “PLM-EPA 600/R-93/116” (for surfacing, thermal system insulation, and cementitious materials) and “PLM NOB-EPA 600/R-93/116” (for non-friable organically bound materials (NOBs)) (e.g., floor tile, adhesives, and roofing) with “gravimetric reduction”. Samples were analyzed at the EMSL laboratory which is certified to perform asbestos analysis by both the National Voluntary Laboratory Accreditation Program (NVLAP) and the American Industrial Hygiene Association (AIHA). EMSL is a MDEP licensed Asbestos Analytical Laboratory. Copies of EMSL’s laboratory certifications are included in **Appendix B**. Laboratory analytical results and chain of custodies are included as **Appendix C**.

Bulk samples were collected from the following limited suspect ACM:

- ◆ Floor tiles and associated adhesives.

The number of samples collected during the survey was limited to specific homogeneous areas identified by the inspector during the site visits.

ACM identified on the interior of the structure during previously completed ACM assessments included:

- ◆ Mud insulated pipe fitting insulation on fiberglass insulated lines;
- ◆ Floor tile and associated adhesive; and
- ◆ Joint compound.

MDEP Asbestos Management Regulations (Chapter 425) specify that the removal and containerization of asbestos-containing joint compound used as a filler for nail holes and tape seams on previously identified wall systems located above the ceiling tiles is not a MDEP regulated activity. Joint compound used as a layered system (i.e. troweled-on) is regulated by MDEP.

2.2 Asbestos Sampling Results

According to MDEP regulation, locations and occurrences of materials that tested positive and are homogenous (similar in color and texture) in nature are considered as ACM, provided the material contains greater than or equal to (\geq) one percent (1%) asbestos based on laboratory analysis. A material can only be considered negative for asbestos if analytical results from all bulk samples in a group of samples representing that material indicate an asbestos content of less than ($<$) 1%.

ACM identified by laboratory analysis consisted of:

- ◆ Twelve-inch by twelve-inch (12x12) green with cream streaks floor tile and associated black adhesive (Samples SPU-001A and SPU-002A);
- ◆ 12x12 Black floor tile (SPU-004A); and
- ◆ Brown floor tile beneath carpet (SPU-005A).

Sample locations, and locations of identified previously-identified ACM are presented on Figure H-101. Copies of previously completed assessments and abatement reports are included as **Appendix D**. An inventory of identified ACM is included in Table 1. Cost estimates (as presented in Table 2) have been prepared to provide a budget for removal of identified ACM. These estimates do not include material replacement costs, regulatory agency notification fees, or a contingency. Estimates assume the contractor will be responsible to prepare the asbestos abatement design(s). Regulatory agency notification fees associated with this project will vary depending on phasing and project schedule. Actual abatement costs may vary depending upon the quantity of ACM abated and abatement methods utilized.

3.0 POTENTIAL HAZARDOUS MATERIALS ASSESSMENT

CES conducted an assessment to identify Universal Wastes/potential hazardous materials/wastes, used or stored at the MEANG facility. In March 2017, CES was provided documentation from an Energy Project that was performed at the facility in 2013. The Energy Project included the following: thermostat removal and replacement; and light fixture replacement (ballasts) in both Room #11 and the corridors, as outlined in the project plans. A copy of the provided Energy Project documentation is included in **Appendix F**. As indicated in the memo dated March 15, 2017, a hazardous materials inventory was conducted which identified thermostats and light fixtures (bulbs and ballasts) at the facility, which were not dismantled for evaluation.

Thermostat removal and replacement is depicted on the mechanical demolition drawings (MD 101, 102 and M-101, 102 respectively). The Energy Project documentation indicates the thermostat brand to be ACI, which is RoHS (Restriction of Hazardous Substances) compliant meaning mercury-free.

Light fixture replacement at the facility was specific to two areas: Room #11 (cafeteria) and the corridors. The remaining light fixtures throughout the facility were re-installed during the course of the project. The light fixture replacement project is identified on the electrical demolition (ED101) and install (E-101) drawings included in the project specification. The replacement light fixtures/ballasts utilized are specified as PCB-free according to the manufacturer.

A summary of identified materials and associated estimate for removal and disposal of these materials is included as Table 3.

4.0 LEAD ASSESSMENT

4.1 Lead-Based Paint Determination

A LBP determination of the MEANG facility was conducted by Ms. Deborah A. Kasik (CES), a MDEP certified Lead Risk Assessor on September 20 and 23, 2016. The purpose of the determination was to identify LBP, if present, on the interior and exterior surfaces of the building. The LBP determination was performed in accordance with the established protocols outlined in the MDEP Lead Management Regulations, Chapter 424, Section 7, as applicable to this project. The testing provides information on the LBP content and assessment of condition for the surfaces tested.

The LBP testing was conducted utilizing a portable X-Ray Fluorescence (XRF) Lead Paint Analyzer (RMD LPA-1), which non-destructively tests for the presence of LBP. The determination as to whether a component contains LBP is based upon the MDEP Lead Management Regulations (Chapter 424). MDEP defines a component as lead-containing if the XRF result is greater than or equal to (\geq) 1.0 milligrams per square centimeter (mg/cm^2). A visual assessment of the existing condition of the identified LBP was also completed at the time of the determination.

The LBP determination report for the facility is included as **Appendix E**. Refer to the report for specific type, location, and condition of building materials tested for LBP.

Interior:

- ◆ LBP was not identified.

Exterior:

- ◆ Safety yellow paint on metal and concrete supports.

5.0 CONCLUSIONS AND RECOMMENDATIONS

This investigation revealed the following relevant information:

Asbestos-Containing Materials

ACM identified by laboratory analysis consisted of:

- ◆ 12x12 Green with cream streaks floor tile and associated adhesive (Samples SPU-001A and SPU-002A);
- ◆ 12x12 Black floor tile (SPU-004A); and
- ◆ Brown floor tile (beneath carpeting) (SPU-005A).

Previously identified ACM consisted of:

- ◆ Mudded pipe fitting insulation on fiberglass-insulated lines;
- ◆ Floor tile and associated adhesive; and
- ◆ Joint compound.

MDEP Asbestos Management Regulations (Chapter 425) specify that the removal and containerization of asbestos-containing joint compound used as a filler for nail holes and tape seams on previously identified wall systems located above the ceiling tiles is not a MDEP regulated activity. Joint compound used as a layered system (i.e. troweled-on) on walls and ceilings is regulated by MDEP. Since the identified asbestos-containing joint compound was used as a filler on non-ACM wall materials, the joint compound at the MEANG facility is not considered to be a regulated material under the current MDEP regulations and does not require special handling or disposal procedures.

Regulations require that identified ACM which may be impacted by planned renovation/demolition activity be removed by a MDEP licensed asbestos abatement contractor in accordance with applicable state and federal regulations prior to disturbance by such planned activities. In accordance with 40 CFR 61, *National Emissions Standards for Hazardous Air*

Pollutants (NESHAP), and 06-096 State of Maine, Department of Environmental Protection, Chapter 425, Asbestos Management Regulations (effective date: May 29, 2004), a contractor conducting any renovation and/or demolition activity that would disturb regulated ACM must: (1) notify the U.S. Environmental Protection Agency (USEPA) Administrator and the MDEP of such activities, (2) use proper removal procedures, (3) use proper engineering controls to limit emissions of asbestos fibers, and (4) utilize proper waste disposal. If any hidden suspect ACM (behind walls, in chases, above permanent ceilings, etc.) is uncovered during renovation or demolition activities, work must be stopped and the material tested for asbestos content. All ACM must be disposed of in accordance with all applicable state and federal requirements.

Additionally, notification requirements, as required by OSHA 29 CFR Parts 1910.1001 and 1926.1101, must be adhered to as part of routine communication with employees and outside contractors. Potential contractors bidding on the renovation work must first be informed of the results of this survey. Notification regarding the presence of the ACM must also be provided to employees who occupy an area containing ACM.

Potential Hazardous Materials

Potential hazardous materials in the form of Universal Wastes/potential hazardous materials/wastes (fluorescent light tubes, light ballasts, emergency exit signs, emergency light batteries, and sodium vapor lamps) were observed at the MEANG facility. When removed for disposal, fluorescent light bulbs are considered a Universal Waste and must be properly handled, packaged, and disposed. Fluorescent light ballasts contain capacitors that may be filled with PCB-containing dielectric fluid; however, it is unknown whether PCB ballasts (a Universal Waste) are present in the building. The recommended best management practice is to individually remove each light fixture and individual ballasts evaluated to confirm the presence or absence of PCBs. Non-PCB light ballasts will be clearly labeled as not containing PCBs and may be disposed of as solid waste. If no such labeling is present, the ballast should be treated as PCB-containing and be segregated and handled as Universal Waste. Sodium vapor lamps, emergency signs, and emergency light batteries should be segregated and handled as Universal Waste.

Lead-Based Paint

LBP was not identified on the interior of the MEANG facility, but was identified on the exterior.

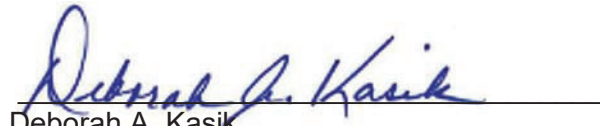
Under current federal and state regulations for non-residential structures, LBP does not have to be removed from a structure prior to demolition, renovation, or removal of specific building components. However, the following regulations/requirements must be followed in relation to disturbance of LBP during renovation or demolition.

- ◆ OSHA 29 CFR 1926.62 requires that an employer protect their personnel from exposure to lead dust during construction or renovation. While primarily an issue for the renovation or abatement contractor, the Owner is responsible to notify all parties involved in the work of the knowledge or presumption that painted surfaces may contain lead.
- ◆ The MDEP requires that building components with LBP be disposed in a licensed Construction and Demolition (C&D) Landfill, and that a manifest documenting the transport and disposal of this material be provided to the Owner.

- ◆ LBP removed (e.g., scrapped, chipped) from surfaces must be analyzed using a Toxicity Characteristic Leaching Procedure (TCLP) test to determine whether the residue is considered a hazardous waste. If TCLP results indicate levels of leachable lead in excess of 5.0 parts per million (ppm), the resulting waste must be disposed of as a hazardous material.

6.0 REPORT CERTIFICATION

This report was prepared and reviewed by CES, Inc. for the use of Colby Company Engineering and its constituents and should not be reproduced without Colby Company Engineering's full, written authorization.

A handwritten signature in blue ink, appearing to read "Deborah A. Kasik", written over a horizontal line.

Deborah A. Kasik
Project Scientist
MDEP Certified Lead Risk Assessor License No. LR-0003
MDEP Asbestos Inspector License No. AI-0177

A handwritten signature in blue ink, appearing to read "Dennis B. Kingman, Jr.", written over a horizontal line.

Dennis B. Kingman, Jr. CHMM
Vice President/Senior Project Manager

DAK/DBK/jok
Attachments

FIGURE

DATE	11/09/11/12
DRAWN BY	03/10/12/13
CHECKED BY	03/10/12/13
APPROVED BY	03/10/12/13
SCALE	AS SHOWN
PROJECT NO.	100000000
CLIENT	03/10/12/13

NOT FOR CONSTRUCTION

NO.	REVISION	DATE	BY	CHKD.
1	REVISED PER VARIATION			
2				
3				
4				
5				

ASBESTOS IDENTIFICATION SURVEY SOUTH PORTLAND MANG SOUTH PORTLAND, MAINE



Project No. 100000000
 Client 03/10/12/13
 Date 11/09/11/12
 Drawn By 03/10/12/13
 Checked By 03/10/12/13
 Approved By 03/10/12/13
 Scale As Shown
 Project No. 100000000
 Client 03/10/12/13
 Date 11/09/11/12
 Drawn By 03/10/12/13
 Checked By 03/10/12/13
 Approved By 03/10/12/13
 Scale As Shown

PLAN REFERENCE:
 FLOOR PLAN DERIVED FROM DRAWINGS BY OTHERS PROVIDED TO CES, INC. AND ARE NOT
 WARRANTED AS TO ACCURACY AND ARE INTENDED TO BE SCHEMATIC.

- ASBESTOS LEGEND**
- SAMPLE NUMBER AND LOCATION TESTING POSITIVE FOR ASBESTOS
 - TESTING NEGATIVE FOR ASBESTOS
 - ACM FLOOR TILE WITH ASSOCIATED ACM ADHESIVE UNDER CARPET
 - ACM FLOOR TILE WITH ASSOCIATED ACM ADHESIVE UNDER CARPET
 - ACM RELATED PIPE FITTING ABOVE CEILING
 - ACM RELATED PIPE FITTING



TABLES

TABLE 1

SUMMARY OF ASBESTOS CONTAINING MATERIALS



**TABLE 1
SUMMARY OF IDENTIFIED BUILDING MATERIALS
MAINE AIR NATIONAL GUARD FACILITY
50 WESTERN AVENUE, SOUTH PORTLAND, MAINE**

Room Number	Sample # SPU-	9x9 Maroon/Tan Floor Tile and Associated ACM Adhesive (SF)	9x9 Maroon/Tan Floor Tile and Associated ACM Adhesive Beneath Carpeting (SF)	Non-ACM Floor Tile with Associated ACM Adhesive (SF)	12x12 Green/Black Floor Tile and Associated ACM Adhesive (SF)	ACM Floor Tile and Associated ACM Adhesive Beneath Carpeting (SF)	Mud Insulated Pipe Fittings on Fiberglass Insulated Lines (EA)	Comment
Rooms 01, 02, 03, 03A, 03B, 04A, 04B, 04C, 05, 06, 07, 16, 17, 18, 29, 31, 41, 42, 43, and 45	Previous		5,839					
Rooms 08 and adjacent closet, 08A, 13A, 13B, 23, 24, 25, 26, and 05 (near vault)	Previous	1,808		668				
Rooms 13, 13A, 13B, and 30	Previous							
Rooms 12, 22, 22A, 28, 33, 34, 38, 39, 40, and 41	001A, 002A, 004A				4,184			Black floor tiles are used in pattern with green floor tiles.
Room 35	005A					360		Color distorted by carpet glue
Rooms 01, 04, 08, 09, 10, 11A, 12, 13B, 14, 15, 19, 20, 21, 22, 25, 26, 27, 32, 34, 43, 49, 53, 59, 60, 70, and Main Hallway	Previous						101	The majority of the identified mudded pipe fittings are located above the ceiling tiles.
Sub Total		1,808	5,839	668	4,184	360	101	
TOTAL		1,808	5,839	668	4,184	360	101	

Note:
SF = Square Feet
LF = Linear Feet
EA = Each

TABLE 2

ESTIMATED ACM ABATEMENT COSTS



TABLE 2
ESTIMATED ACM ABATEMENT COSTS
MAINE AIR NATIONAL GUARD FACILITY
50 WESTERN AVENUE, SOUTH PORTLAND, MAINE

Identified ACM	Total Estimated Quantity	Unit Cost	Estimated Abatement Cost
MAIN FLOOR			
ACM floor tile with associated ACM adhesive (SF)	5,992	\$6	\$ 35,952
ACM floor tile with associated ACM adhesive beneath carpeting (SF)	6,199	\$8	\$ 49,592
Non-ACM floor tile with ACM adhesive (SF)	668	\$8	\$ 5,344
Mud insulated pipe fittings on fiberglass insulated lines (EA)	101	\$50	\$ 5,050
TOTAL			\$ 95,938

SF = Square Feet
 LF = Linear Feet
 EA = Each

TABLE 3

UNIVERSAL WASTE AND POTENTIAL HAZARDOUS MATERIALS INVENTORY



TABLE 3
HAZARDOUS MATERIALS INVENTORY
MAINE AIR NATIONAL GUARD FACILITY
50 WESTERN AVENUE, SOUTH PORTLAND, MAINE

Identified Hazardous Materials	Quantity (Each)	Quantity Per Unit	Total Estimated Quantity	Unit Cost	Estimated Remediation Cost
MAIN FLOOR					
Fluorescent Light Tubes - 2 foot	214	2 LF/EA	428	\$0.20	\$ 86
Fluorescent Light Tubes - 4 foot	600	4 LF/EA	2,400	\$0.20	\$ 480
Fluorescent Light Tubes - 10 foot	4	10 LF/EA	40	\$0.20	\$ 8
Suspect PCB-Containing Light Ballasts	357	5 lbs/EA	1,785	\$0.50	\$ 893
Sodium Vapor Lamps	19	EA	19	\$2.00	\$ 38
Emergency Exit Signs	14	5 lbs/EA	70	\$5.00	\$ 350
Emergency Lights	19	5 lbs/EA	95	\$5.00	\$ 475
Sub-Total (Main Floor)					\$ 2,329
Transportation (per pickup)	1	-	-	\$1,000	\$ 1,000
Labor (Mandays)	3	-	-	\$500	\$ 1,500
Sub-Total B					\$ 2,500
TOTAL					\$ 4,829

LF = Linear Feet
EA = Each
lb= Pound

APPENDIX A

ASBESTOS AND LEAD-BASED PAINT INSPECTOR CERTIFICATIONS

Maine Labor Group on Health

Asbestos Abatement Inspector Refresher Training

This is to Certify that

Deb Kasik

Has Met the Attendance Requirements and Successfully Completed the Exam and the
1/2 Day 4 Hour, Curriculum Course Entitled Asbestos Abatement Inspector Refresher Course, for
accreditation under TSCA Title II

April 5, 2016



Executive Director and Design Consultant
Maine Labor Group on Health

Registered Certificate:
2016 ASB 0063
Expiration: 4-05-2017
Exam Score: 100
Exam Date: 4-05-2016
Course Location: Augusta, ME.

MLGH * P.O. Box 5197 * Augusta, ME 04332 * 207-622-7823 * mlgh@gwi.net



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
ENVIRONMENTAL PROTECTION



PAUL MERCER
COMMISSIONER

April 7, 2016

CES, Inc.
PO Box 639
Brewer, Maine 04412

Dear Licensee:

Asbestos application(s) for individual certification of the **one** employee(s) listed below have been received and **approved**. Individual certification numbers are listed below and wallet card(s) are enclosed. Card(s) are property of the individual to whom each is issued. Your responsibility as a licensee is to ensure delivery of the cards to persons in your employment. This letter should be retained for your company files as record of certification. **Please attach 1 updated passport size photo with every application.**

Remember, in Maine all **certified employees** working on an asbestos abatement project, whether conducting removal/repair, air monitoring, design, inspection, or analysis functions, **must work for a State of Maine licensed asbestos firm** and carry his/her wallet card(s) on the job site.

As a reminder, prior to renewing your asbestos certification, the State of Maine **requires** an annual refresher course to be taken before submitting a renewal application. A certificate shall expire one year from the last day of the month from the date of issuance, **or on the last day of the month that the training certificate expires**, whichever is sooner.

All our asbestos forms can be found at <http://www.maine.gov/dep/rwm/asbestos/newupdatedformsasb.htm>. Thank you for your cooperation and your completed application(s).

<u>Name</u>	<u>Category</u>	<u>Certification #</u>	<u>Exp. Date</u>
Deborah A. Kasik	Inspector	AI-0177	04/30/2017

Sincerely,

Sandra J. Moody, Environmental Technician
Division of Remediation
Bureau of Remediation and Waste Management

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANNON STREET
PORTLAND, MAINE 04101
(207) 822-1234

web site: www.maine.gov/dep

State of Maine
Asbestos Abatement Program

Deborah A. Kasik

Inspector

Cert No. AI-0177
Trn.Exp.Date 04/05/2017
Expiration Date **04/30/2017**

This is not a legal form of official identification

APPENDIX B

ASBESTOS ANALYTICAL LABORATORY CERTIFICATIONS



AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077
Laboratory ID: 100194

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

LABORATORY ACCREDITATION PROGRAMS

- INDUSTRIAL HYGIENE
 - ENVIRONMENTAL LEAD
 - ENVIRONMENTAL MICROBIOLOGY
 - FOOD
 - UNIQUE SCOPES
- Accreditation Expires: 09/01/2016
Accreditation Expires: 09/01/2016
Accreditation Expires: 09/01/2016
Accreditation Expires:
Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Gerald R. Schultz

Gerald Schultz, CIH
Chairperson, Analytical Accreditation Board

Revision 14: 03/26/2014

Cheryl O. Morton

Cheryl O. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 10/31/2014



AIHA Laboratory Accreditation Programs, LLC SCOPE OF ACCREDITATION

EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Laboratory ID: **100194**

Issue Date: 10/31/2014

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air analysis is not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 01/18/1995

Field of Testing (FoT)	Method	Method Description (for internal methods only)
Paint	EPA SW-846 3050B	
	EPA SW-846 7000B	
Soil	EPA SW-846 3050B	
	EPA SW-846 7000B	
Settled Dust by Wipe	EPA SW-846 3050B	
	EPA SW-846 7000B	
Airborne Dust	NIOSH 7082	

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

EMSL Analytical, Inc.
200 Route 130 North, Cinnaminson, NJ 08077

Laboratory ID: **100194**
Issue Date: 07/31/2012

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or revocation. A complete listing of currently accredited Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 02/01/1989

IHLAP Scope Category	Field of Testing (FoT)	Technology sub-type/ Detector	Published Reference Method/ Title of In-house Method	Method Description or Analyte <i>(for internal methods only)</i>	
Chromatography Core	Gas Chromatography	GC/ FID	NIOSH 1003		
			NIOSH 1005		
			NIOSH 1400		
			NIOSH 1500		
			NIOSH 1550		
			NIOSH 1603		
			NIOSH 2000		
		GC/ECD	NIOSH 5502		
			NIOSH 5503		
			NIOSH 5510		
	GC/NPD	OSHA 1010			
		NIOSH 2551			
	GC/MS		EPA TO-15		
	Gas Chromatography (Diffusive Samplers)		NIOSH 1501		
	Ion Chromatography (IC)			NIOSH 6004	
				NIOSH 6011	
NIOSH 7903					
OSHA ID-214					
OSHA ID-215					
Liquid Chromatography		HPLC/FL	NIOSH 5506		
		HPLC/UV	NIOSH 2016		



IHLAP Scope Category	Field of Testing (FoT)	Technology sub-type/ Detector	Published Reference Method/Title of In-house Method	Method Description or Analyte (for internal methods only)
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009	
			OSHA ID-145	SOP LM-015
			OSHA ID-145	SOP LM-013
		FAA	NIOSH 7082	
	Inductively-Coupled Plasma	GFAA	NIOSH 7105	
		ICP/MS	NIOSH 7300 Modified	
		ICP/AES	NIOSH 7300	
X-ray Diffraction (XRD)		NIOSH 7500		
		OSHA ID-142		
UV/VIS (Colorimetric)		NIOSH 6010		
Asbestos/Fiber Microscopy Core	Polarized Light Microscopy (PLM)		EPA 600/R-93/116	
	Phase Contrast Microscopy (PCM)		NIOSH 7400	
	Transmission Electron Microscopy (TEM)		EPA AHERA - 40 CFR Part 763	
Miscellaneous Core	Gravimetric		NIOSH 0500	
			NIOSH 0600	
			NIOSH 5524	
	Thermo-optical Analysis (TOA)		NIOSH 5040	

The laboratory participates in the following AIHA-LAP, LLC-approved proficiency testing programs:

- | | |
|--|--|
| <ul style="list-style-type: none"> ✓ AIHA-PAT Programs, LLC IHPAT Metals ✓ AIHA-PAT Programs, LLC IHPAT Organic Solvents ✓ AIHA-PAT Programs, LLC IHPAT Silica ✓ AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (3M) ☐ AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (SKC) ☐ AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (AT) ✓ AIHA-PAT Programs, LLC IHPAT Asbestos ☐ AIHA-PAT Programs, LLC Bulk Asbestos (BAPAT) ☐ AIHA-PAT Programs, LLC Beryllium (BePAT) ✓ HSE Workplace Analytical Scheme for Proficiency (WASP) (Formaldehyde) ☐ HSE Workplace Analytical Scheme for Proficiency (WASP) (Thermal Desorption Tubes) | <ul style="list-style-type: none"> ☐ Pharmaceutical Round Robin ☐ Compressed/Breathing Air Round Robin ✓ National Voluntary Laboratory Accreditation Program (NVLAP - determined at the time of site assessment) ☐ New York State Department of Health (NYS DOH - PCM and TEM) ✓ ERA Air and Emissions standards for indoor air quality ☐ Institut für Arbeitsschutz der Deutschen Gesetzlichen Unfallversicherung (IFA, formerly BGIA) ☐ Institut de Recherche Robert-Sauvé en Santé et en Sécurité du Travail (IRSST) |
|--|--|

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 500094-0

EMSL Analytical, Inc.
South Portland, ME

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2016-10-01 through 2017-09-30

Effective Dates



A handwritten signature in black ink, which appears to read "Peter S. Lamm".

For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

EMSL Analytical, Inc.
161 John Roberts Road
South Portland, ME 04106
Ms. Christina Walker
Phone: 207-517-6921 Fax: 207-517-6922
Email: cwalker@emsl.com
http://www.emsl.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 500094-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in black ink, appearing to read "David S. Gorman".

For the National Voluntary Laboratory Accreditation Program



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PAUL MERCER
COMMISSIONER

October 27, 2016

Attn: Christina Walker, NE Regional Mgr.
EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

Dear Ms. Walker,

This is to confirm that the Maine Department of Environmental Protection is in receipt of your request to add the following labs to your licensing of Analytical Laboratories: Buffalo, New York; New York, New York; Carle Place, New York; Wallingford, CT; Piscataway, New Jersey, Boston, MA. **South Portland, Maine** and Indianapolis, IN.

LA-0038 for Asbestos Analytical Laboratory (Air), expires on 10/31/2017
LB-0039 for Asbestos Analytical Laboratory (Bulk), expires on 10/31/2017

Remember each laboratory must have certified individual(s) within the lab to perform analyses.

If you need any further assistance please feel free to contact me at (207) 287-7751 or e-mail at sandy.j.moody@maine.gov.

Sincerely,

Sandra J. Moody, Environmental Technician
Division of Remediation
Bureau of Remediation and Waste Management

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX (207) 287-7826
RAY BLDG - HOSPITAL ST

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX (207) 941-4584

PORTLAND
317 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX (207) 760-3143



State of Maine
Department of Environmental Protection

LICENSE

EMSL Analytical, Inc.

Asbestos Analytical Laboratory
(Bulk)

License Number: **LB-0039**

Expiration Date: **10/31/2016**



State of Maine
Department of Environmental Protection

LICENSE

EMSL Analytical, Inc.

Asbestos Analytical Laboratory
(Air)

License Number: LA-0038

Expiration Date: 10/31/2016

PORTLAND - INDIVIDUAL ANALYST CERTIFICATIONS

State of Maine

September 8, 2016

<i>Employee Name</i>	<i>Lab Location</i>	<i>State Certified</i>	<i>Certification No.</i>	<i>Type of Cert.</i>	<i>Exp. Date</i>
Zackary Carbee	S. Portland	Maine	BA-0174	Asbestos PLM Analyst	2/28/2017
Patricia Idema	S. Portland	Maine	BA-0176	Asbestos PLM Analyst	6/30/2017
Stephen Severn	S. Portland	Maine	BA-0178	Asbestos PLM Analyst	7/31/2017
Christina Walker	S. Portland	Maine	BA-0142	Asbestos PLM Analyst	6/30/2017
Christina Walker	S. Portland	Maine	AA-0439	Asbestos PCM Analyst	6/30/2017

APPENDIX C

ASBESTOS LABORATORY ANALYTICAL RESULTS



EMSL Analytical, Inc.

161 John Roberts Road South Portland, ME 04106

Tel/Fax: (207) 517-6921 / (207) 517-6922

<http://www.EMSL.com> / portlandlab@emsl.com

EMSL Order: 621700102

Customer ID: CESI62

Customer PO: 10838

Project ID:

Attention: Deb Kasik
CES/Summit Environmental Consultants
465 South Main Street
Brewer, ME 04412

Phone: (207) 989-4824

Fax: (207) 989-4881

Received Date: 01/19/2017 11:15 AM

Analysis Date: 01/20/2017

Collected Date: 01/19/2017

Project: 10838 (SPANG)

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via EPA 600/R-93/116 section 2.3

Sample ID	Description	Appearance	% Matrix Material	% Non-Asbestos Fibers	Asbestos Types
SPU-001A 621700102-0001	RM #12 - 12" GREEN W/ CREAM STREAKS	Green/Beige Non-Fibrous Homogeneous	95.9	None	4.1% Chrysotile
SPU-001B 621700102-0002	RM #22 - 12" GREEN W/ CREAM STREAKS				
Positive Stop (Not Analyzed)					
SPU-001C 621700102-0003	RM #38 - 12" GREEN W/ CREAM STREAKS				
Positive Stop (Not Analyzed)					
SPU-002A 621700102-0004	RM #12 - BLACK ADHESIVE	Black Non-Fibrous Homogeneous	94.4	None	5.6% Chrysotile
SPU-002B 621700102-0005	RM #22 - BLACK ADHESIVE				
Positive Stop (Not Analyzed)					
SPU-002C 621700102-0006	RM #38 - BLACK ADHESIVE				
Positive Stop (Not Analyzed)					
SPU-003A 621700102-0007	RM#38 - 12" DK GREEN W/ LG WHITE STREAKS	Green Non-Fibrous Homogeneous	100	None	No Asbestos Detected
SPU-004A 621700102-0008	RM# 22A - 12" BLACK FT	Black Non-Fibrous Homogeneous	98.8	None	1.2% Chrysotile
SPU-004B 621700102-0009	RM#40- 12" BLACK FT				
Positive Stop (Not Analyzed)					
SPU-004C 621700102-0010	RM #33- 12" BLACK FT				
Positive Stop (Not Analyzed)					

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. This report contains data that is (are) not covered by the NVLAP accreditation. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. South Portland, ME

Initial report from: 01/20/2017 15:25:03



EMSL Analytical, Inc.

161 John Roberts Road South Portland, ME 04106

Tel/Fax: (207) 517-6921 / (207) 517-6922

<http://www.EMSL.com> / portlandlab@emsl.com

EMSL Order: 621700102
Customer ID: CESI62
Customer PO: 10838
Project ID:

Attention: Deb Kasik CES/Summit Environmental Consultants 465 South Main Street Brewer, ME 04412	Phone: (207) 989-4824 Fax: (207) 989-4881 Received Date: 01/19/2017 11:15 AM Analysis Date: 01/20/2017 Collected Date: 01/19/2017
Project: 10838 (SPANG)	

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via EPA 600/R-93/116 section 2.3

Sample ID	Description	Appearance	% Matrix Material	% Non-Asbestos Fibers	Asbestos Types
SPU-005A 621700102-0011	RM #35 - FLOOR TILE BENEATH CARPET	Brown Non-Fibrous Homogeneous	94.4	None	5.6% Chrysotile

ME CERT.# BA-0178 (SS)

Analyst(s)

Stephen Severn (5)

Christina Walker, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. This report contains data that is (are) not covered by the NVLAP accreditation. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. South Portland, ME

Initial report from: 01/20/2017 15:25:03



Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

621700102

South Portland, ME 04106
PHONE: (207) 517-6921
FAX: (207) 517-6922

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Company: CESINC		EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 465 S MAIN STREET		<i>Third Party Billing requires written authorization from third party</i>	
City: BREWER	State/Province: ME	Zip/Postal Code: 04412	Country: US
Report To (Name): Deb Kasik		Telephone #: 2079894824	
Email Address: DKASIK@CES-MAINE.COM		Fax #: 2079894824	Purchase Order:
Project Name/Number: 10838 (SPANG)		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: ME		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM/HERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM - Bulk
<input type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)	Other
<input type="checkbox"/> OSHA ID-191 Modified	<input type="checkbox"/>
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group Date Sampled: 1/19/17

Samplers Name: DKasik Samplers Signature: DKasik

Sample #	HA #	Sample Location	Material Description
SPU-001A		Rm # 12	12" green w/cream streaks
B		Rm # 22	"
C		Rm # 38	"
SPU-002A		Rm # 12	Black Adhesive
B		Rm # 22	"
C		Rm # 38	"
SPU-003A		Rm # 38	12" DK green w/white streaks
SPU-004A		Rm # 22A	12" black AT
004B		Rm # 40	"
004C		Rm # 33	"

Client Sample # (s): 001A-004C Total # of Samples: 11

Relinquished (Client): Deborah Kasik Date: 1/19/17 Time: 11:00

Received (Lab): [Signature] Date: 01-19-2017 Time: 11:15 AM

Comments/Special Instructions: #003/#004/#005 Tile only



APPENDIX D

**PREVIOUSLY COMPLETED ASBESTOS ASSESSMENTS
AND ABATEMENT REPORTS**



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

23 July 2014

MEMORANDUM FOR 101 MSG/MSC – MSgt Edwards

FROM: 101 CES/CE

SUBJECT: Flooring Standardization

All flooring (to include yard goods, tile and carpeting) will be as follows:

Carpeting/wall base/transition strips/linoleum/ceramic tile:

- 1.1.1 **SUBMITTALS:** Provide electronic submittals, along with materials samples as noted below, to the CO and COR for review and approval. For this project, the following submittals shall be submitted:
 - 1.1.2 Product data for each type of flooring material, adhesive, etc.
 - 1.1.3 Flooring product information sheets with an 18 inch square sample for initial selection purposes, or size of the actual tile to be laid in the case of ceramic tile IE 12 x 12.
 - 1.1.4 Manufacturer's instructions for installation and maintenance.
 - 1.1.5 Recycled rubber resilient wall base product information sheets with a 12-inch long sample.
 - 1.1.6 Transition strip product information sheets with a 12-inch long sample.
 - 1.1.7 Shop drawing showing the locations of all transitions, seams and cutouts.
 - 1.1.8 Material Safety Data Sheets.
 - 1.1.9 Submittals per project specifications.
- 2.1 **PRODUCTS:** Products shall be installed per plan and conform to the following:
- 2.1.1 All products shall be in accordance with the Buy American Act.
 - A. The following is a list of specifications and characteristics for carpet:
 - 1) Nylon pile fiber carpet tiles.
 - 2) Carpet shall have an Appearance Retention Rating (ARR) of 3.5 – 4.0.
 - 3) Low / no VOC adhesives.
 - 4) Class Two Polypropylene Primary Backing and Stalok Pattern Secondary backing, shall meet or exceed ASTM-D-3676-78 and ASTM-D-1335 and CRI Green Label Program standards.
 - 5) Manufacturer's warranty period of at least five years.
 - 6) Carpeted areas shall be installed per plan.
 - 7) Graphic loop
 - 8) Fiber / Brand: 100% ECO*Solution Premium Solution Dyed Nylon
 - 9) Face weight: 028.0
 - 10) Thickness: 0.155
 - 11) Total Weight: 67 oz./SY



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

- 12) Weight Density: 203,056 oz./CY
- 13) Density: 6,503 oz./CY
- 14) Gauge: 1/8
- 15) FHA/MEA: 77280
- 16) Stitches: 09.33
- 17) Electrostatic Properties (AATCC Test Method 134) – Less Than 3.5 KV.
- 18) All carpet should be from a single dye lot.
- 19) Color: TBD

B. The following is a list of specifications and characteristics for linoleum in the following locations in offices or locations that require firmer surface for chairs with a lower decibel level or sound reduction:

- 1) Minimum 41.7% pre-consumer (post industrial) recycled content
- 2) Minimum 27.5% rapidly renewable materials
- 3) Noise reduction coefficient of 0.05 (ASTM C423-02a)
- 4) Sound absorption coefficient of 0.05 (ASTM C423-02a)
- 5) Sound Transmission class (STC) of 55 (ASTM E423-04)**
- 6) Impact Sound reduction 6db when tested in accordance with ISO 717-2**
- 7) 2' x 2' tile, or similar in size
- 8) Must meet or exceed ASTM F 2195 and ASTM F 710
- 9) Must meet or exceed a slip resistance rating of 0.6 on flat surfaces (ASTM D2047).

C. The following is a list of specifications and characteristics for linoleum in the following locations in hallways or locations that require a less firmer surface such as hallways with a higher decibel level or greater sound reduction:

- 1) Minimum 41.7% pre-consumer (post industrial) recycled content
- 2) Minimum 27.5% rapidly renewable materials
- 3) Noise reduction coefficient of 0.05 (ASTM C423-02a)
- 4) Sound absorption coefficient of 0.05 (ASTM C423-02a)
- 5) Sound transmission class (STC) of 53 (ASTM E423-04)**
- 6) Impact Sound reduction 17db when tested in accordance with ISO 717-2**
- 7) 2' x 2' tile preferred, or similar in size
- 8) Must meet or exceed ASTM F 2195 and ASTM F710
- 9) Color: To Be Determined (TBD)
- 10) Must meet or exceed a slip resistance rating of 0.6 on flat surfaces (ASTM D2047).



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

D. The following is a list of specifications and characteristics for ceramic tile:

1. ANSI A137.1 American National Standard Specifications for Ceramic Tile.

JOHN CRONIN, Capt, MeANG
Base Civil Engineer



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

27 August 2015

MEMORANDUM FOR RECORD

FROM: 101 CES/CE

SUBJECT: Acoustical Ceiling Tiles

1. All acoustical ceiling tiles will be as follows:
 - a. For new facilities: Armstrong Ultima Square lay in Fine Texture Mineral Fiber Acoustical Ceiling Tile, color White;
 - b. For renovations to existing facilities, entire rooms will be changed to the above specifications;
 - c. For replacement of partial ceilings in existing facilities: Certainteed BET 154 or Armstrong 934A.
2. They may be procured from any common vendor that can supply these ceiling tiles. All products shall be in accordance with the Buy American Act. Note that all drop-in tiles with a lip must be cut so that the whole tile drops down into the track. Installing tile on the border of a room with a square edge is unacceptable.
3. Please direct any questions regarding this letter to me at 404-7112

John L. Cronin, Captain, MeANG
Base Civil Engineer

**DEPARTMENT OF
DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
Military Bureau
101st Civil Engineer Squadron (AMC), Maine Air National Guard
Bangor, Maine**

25 September 2014

MEMORANDUM FOR: Record

FROM: 101st CES/CEM
106 Ashley Ave. Suite 486
Bangor, ME 04401

SUBJECT: Brand Name Justification - Light Emitting Diode (LED) Light Fixtures

1. The 101st ARW requires the ability to standardize all exterior and interior lighting. LED Exterior lighting was purchased for parking lots and roadway on W912JD-13-C-2000. This purchase was competed without brand name requirements and was an effort to reduce energy intensity and utility costs. The resultant contract was for Cree/Beta Light Emitting Diode (LED) light fixtures and accessories.
2. The Maine Air National Guard is looking to expand their ability to reduce energy intensity and utility costs by purchasing additional LED light fixtures that will replace high energy consuming lights along the installations perimeter.
3. Utilizing Cree/Beta lighting products will ensure uniformity in aesthetics, in accordance with ANG ETL 01-1-1, Section 4, paragraph 4.1.1. Maintaining a uniform appearance and standard ensure a military and professional image is maintained.
4. Continuing with this base standard will ensure the Maine Air National Guard will capitalize on cost savings by reducing parts kept in inventory and training required for installation and maintenance.
5. This Brand Name Letter complies with the intent of the "Use of Brand Name Specifications" memo written by David H. Safavia, dated 11 April 2005. I'm aware this justification letter may be posted with this requirement.

JOHN CRONIN, Capt. MeANG
Base Civil Engineer

JASON M. EDWARDS, MSgt, MeANG
Base Contracting Officer



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

7 August 2019

MEMORANDUM FOR RECORD

FROM: 101 CES/CE

SUBJECT: Split Unit Air conditioning Systems Base Standardization

1. As part of our base standardization program, all Split Unit Air Conditioning Systems will be purchased and installed as follows for new facilities, replacements or future renovations at our Bangor and South Portland ANG Bases.
2. This requirement will meet our needs for effectively cooling computers systems, LAN/Communications racks, as well as personnel areas that are beyond the availability of the installing standard air handlers and subsequent HVAC systems components due to cost and time constraints. Standardization allows us to save costs and provide reliable service and maintenance. By installing a limited number of company's equipment, it will allow us to train and stock parts for just a few companies' products versus training and stocking parts for many different of company's products. We presently already have an excess of 100 split units on the base between Bangor and South Portland of the following company's products. These products are readily accessible from any HVAC wholesale or resale distributor. These units additionally provide high SERE efficiency ratings for HVAC equipment.
 - a. Daikin
 - b. Fujitsu
 - c. Mitsubishi
3. Questions concerning this memorandum can be directed to me at DSN 698-7300 or via email at john.l.cronin6.mil@mail.mil.

JOHN L. CRONIN, Maj, MeANG
Base Civil Engineer

Addressable Intelligent Devices and Modules

Detector Base, Standard, Plug-in, 4.1"

729-127-00

Description

NOTE For use with all Monaco Addressable Integrated Radio Transceiver and Fire Alarm Control Panel SLCs.



This plug-in detector base is for use with intelligent systems. Screw terminals are provided for power (+) and (-), and for remote annunciator connections. Communication takes place over the SLC. The base has a tamper-proof tab.

Specifications

Operating Voltage 15 to 32 VDC

Standby Current 150 μ A

Dimensions Base Diameter: 4.1" (104.14 mm)
Base Height: 0.74" (18.8 mm)

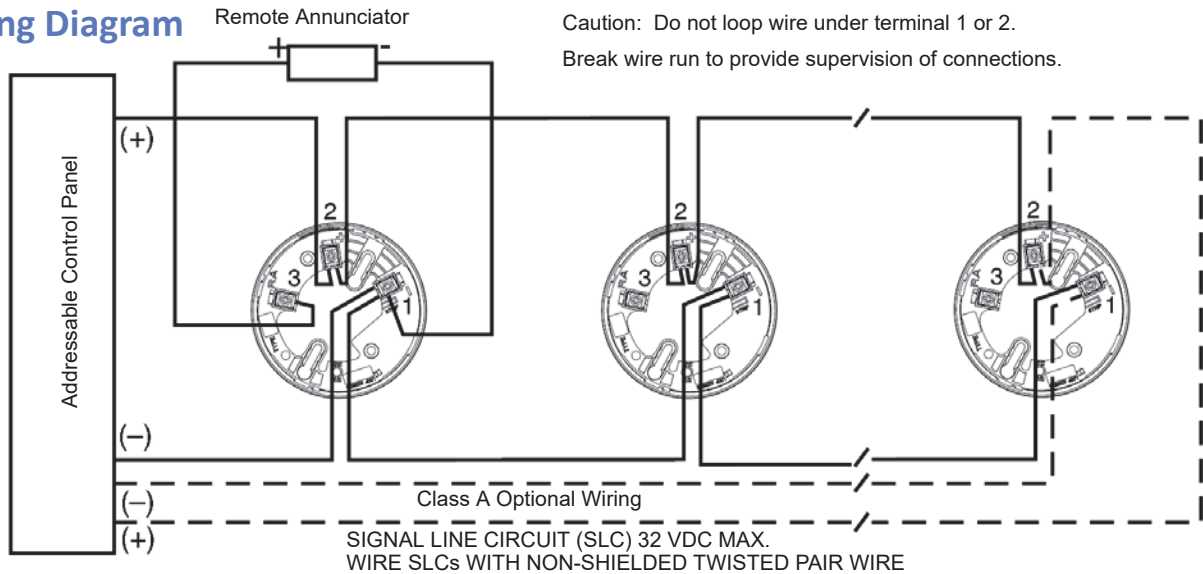
Mounting

- 4-in. square with 3-in. plaster/mud ring
- 3.5-in. octagon
- 50, 60, or 70 mm

Ordering Information

Part Number	Description
729-127-00	Intelligent detector standard mounting base, plug-in, 4.1" flangeless

Wiring Diagram



Monaco Enterprises, Inc.
P.O. Box 14129, Spokane Valley, WA 99214-0129; 14820 E. Sprague Ave., Spokane Valley, WA 99216-2149
Phone (509) 926-6277 Fax (509) 924-4980 E-mail service@monaco.com Web www.monaco.com



Addressable Intelligent Devices and Modules

Detector Base, Standard, Plug-in 6.1"

729-132-00

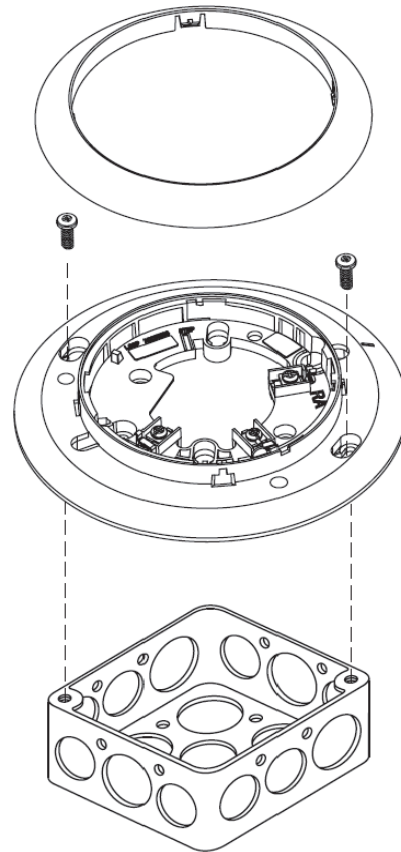
Description

NOTE For use with all Monaco Addressable Integrated Radio Transceiver and Fire Alarm Control Panel SLCs.



Mounting

This detector base mounts directly to 4-in. square (with or without plaster rings), 4-in. octagon, 3.5-in. octagon, 70 mm, and single gang junction boxes.



This plug-in detector base is intended for intelligent systems. Screw terminals connect power (+ and -) and optional remote annunciation. Communication takes place over the power lines. User can activate a tamper-resist feature.

Specifications

Operating Voltage 15 to 32 VDC

Standby Current 170 μ A

Wire Gauge Detector: 18 AWG min. recommended
Base: 12 AWG max.

Base Diameter 6.1" (154.94 mm)

Base Height 0.76" (19 mm)

Ordering Information

Part Number	Description
729-132-00	Intelligent detector mounting base, plug-in, 6.1" flanged

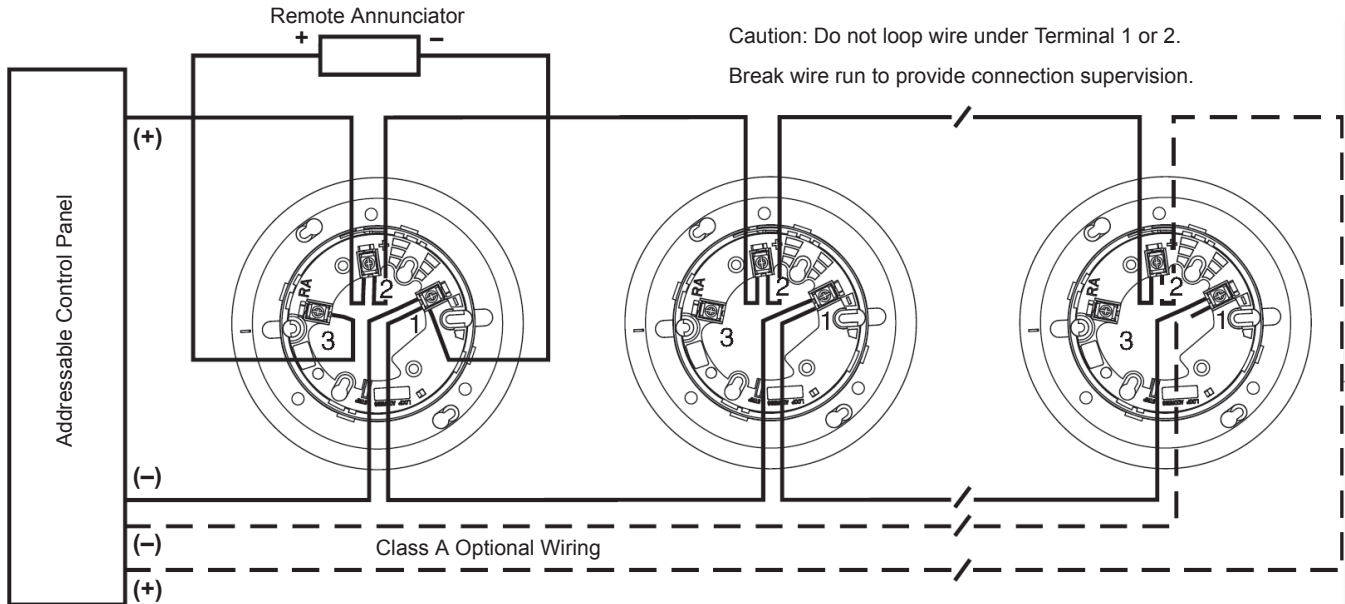


Monaco Enterprises, Inc.
P.O. Box 14129, Spokane Valley, WA 99214-0129; 14820 E. Sprague Ave., Spokane Valley, WA 99216-2149
Phone (509) 926-6277 Fax (509) 924-4980 E-mail service@monaco.com Web www.monaco.com



Addressable Intelligent Devices and Modules

Wiring Diagram



SIGNAL LINE CIRCUIT (SLC) 32 VDC MAX.
WIRE SLCs WITH NON-SHIELDED TWISTED PAIR WIRE



Monaco Enterprises, Inc.
P.O. Box 14129, Spokane Valley, WA 99214-0129; 14820 E. Sprague Ave., Spokane Valley, WA 99216-2149
Phone (509) 926-6277 Fax (509) 924-4980 E-mail service@monaco.com Web www.monaco.com





DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

23 July 2014

MEMORANDUM FOR 101 MSG/MSC – MSgt Edwards

FROM: 101st CES/CE

SUBJECT: Lock Standardization

2.1.1 All locks on base will be Sargent locks prepped for removable core. They may be procured from any common vendor that can supply Sargent locks using the I Core system. All locks will be the Sargent I core system for interchangeable cores and will conform using the following numbers to determine the type and use of the lock being installed. All products shall be in accordance with the Buy American Act.

To order a core:

65-6300-15-CA through CG (Key blank) with the correct key number sequence such as RA-1 etc

To order a Mortise Cylinder shell only:

6042-26D

To order a Rim Cylinder with tail piece for exit devices only:

6034-26D

Cylindrical locks with levers, key goes in the lever:

60= Core Prep, 28 = ASA Strike Plate, 37=Classroom function, LL= Lever, 626 = Dull chrome

60-28-10G37-LL-626

60= Core Prep, 28 = ASA Strike Plate, 04 = Storeroom function, LL= Lever, 626 = Dull chrome

60-28-10G04-LL-626

No Core Prep, 28= ASA Strike Plate, 15 =Passage Set- No lock, LL= Lever, 626 = Dull chrome



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

28-10U15-LL-626

No Core Prep, 28= ASA Strike Plate, 65 =Privacy Bathroom Lock, no key, LL= Lever, 626 = Dull chrome

28-10U65-LL-626

Mortise locks with levers, key goes above in Rim Cylinder:

60= Core Prep, 37=Classroom function, LNL= Lever, 626 = Dull chrome

60-8237-LNL-626

60= Core Prep, 04 = Storeroom function, LNL= Lever, 626 = Dull chrome

60-8204-LNL-626

No Core Prep, 65 =Privacy Bathroom Lock, no key, LNL= Lever, 626 = Dull chrome

8265-LNL-626

No Core Prep, 15 =Passage Set- No lock, LNL= Lever, 626 = Dull chrome

8215-LNL-626

Cylindrical locks with knob, key goes in the knob:

60= Core Prep, 28 = ASA Strike Plate, 37=Classroom function, BC= Knob, 626 = Dull chrome

60-28-8G37-BC-626

60= Core Prep, 28 = ASA Strike Plate, 04 = Storeroom function, BC= Knob, 626 = Dull chrome

60-28-8G04-BC-626

No Core Prep, 15 =Passage Set- No lock, BC= Knob, 626 = Dull chrome



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

28-8U15-BC-626

No Core Prep, 65 =Privacy Bathroom Lock, no key, BC= Knob, 626 = Dull chrome

28-8U65-BC-626

Exit Devices - Multifunction: Non Mortise

Non fire rated exit devices

8888F-32D with non mortise Rim Exit Device for a 3' - 0" door

8888G-32D with non mortise Rim Exit Device for a 4' - 0" door

Note that each of the above exit devices will require a trim kit to be ordered as well as follows:

60=Core Prep, 626 = Dull Chrome, Functions

60-713-ETL-626 Trim Classroom Function

60-704-ETL-626 Trim Storeroom Function

Fire rated exit devices Note: 12 denote fire rated device

12-8888F-32D with non mortise Rim Exit Device for a 3' - 0" door

12-8888G-32D with non mortise Rim Exit Device for a 4' - 0" door

Note that each of the above exit devices will require a trim kit to be ordered as well as follows:

60=Core Prep, 626 = Dull Chrome, Functions

60-713-ETL-626 Trim Classroom Function

60-704-ETL-626 Trim Storeroom Function

Surface mounted vertical rods

Non fire rated: **8713-ETL-626** Classroom Function

Fire rated: **12-8713-ETL-626** Classroom Function



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

Non fire rated: **8704-ETL-626** Storeroom Function

Fire rated: **12-8704-ETL-626** Storeroom Function

Exit Devices - Multifunction: Mortise

Non fire rated: **8913-ETL-626** Classroom Function

Fire rated: **12-8913-ETL-626** Classroom Function

Non fire rated: **8904-ETL-626** Storeroom Function

Fire rated: **12-8904-ETL-626** Storeroom Function

Cipher Locks

KP=Key Pad

6028-KP10G77-LL-626 Key in Lever, Cylindrical

6028-KP8276-LL-626 Key in above Rim Cylinder, Mortise

Nomenclature:

12= Fire Rated

8888G= multifunction exit device -4 ft door

8888F=multifunction exit device -3 ft door

8704= vertical surface rod exit device

8904= mortise exit device-storeroom function

8713= surface rod exit device -class room function

8913= Mortise exit device class room function

KP 10G77U 626D for Cylindrical Cipher lock.

8276 26D for mortise Cipher lock

28= ASA strike plate

60= plastic core- removable core (Core prep)

6034=Rim shell only no core



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

10U15= 10 line passage

10G37= 10 line classroom

10G04= 10 line storeroom

8G37 = 8 line knob 26D

LL=Lever 3.5 " wide rose, ADA typical flat lever

ETL= Exit Device trim with the ADA lever

60 704= Storeroom trim for exit device

630=32D Dull Stainless

626= 26D Dull Chrome

Cylindrical

Mortise

Classroom function- Door can be unlocked or left locked by use of key from outside only.

Storeroom function - Door is always locked, has to be unlocked by key from outside only.

JOHN CRONIN, Capt, MeANG
Base Civil Engineer



DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT
101ST CIVIL ENGINEER SQUADRON (AMC), MAINE NATIONAL GUARD
106 ASHLEY AVENUE, SUITE 486
BANGOR, MAINE 04401-8029

24 October 2018

MEMORANDUM FOR 101 MSG/MSC – MSgt Edwards

FROM: 101st CES/CE

SUBJECT: Paint Standardization

All interior paint will be Sherwin Williams Latex ProMar 200 SW6119 Antique White, SW7044 Amazing Gray, SW6150 Universal Khaki, SW6504 Sky High, and SW6176 Liveable Green in Eggshell finish.

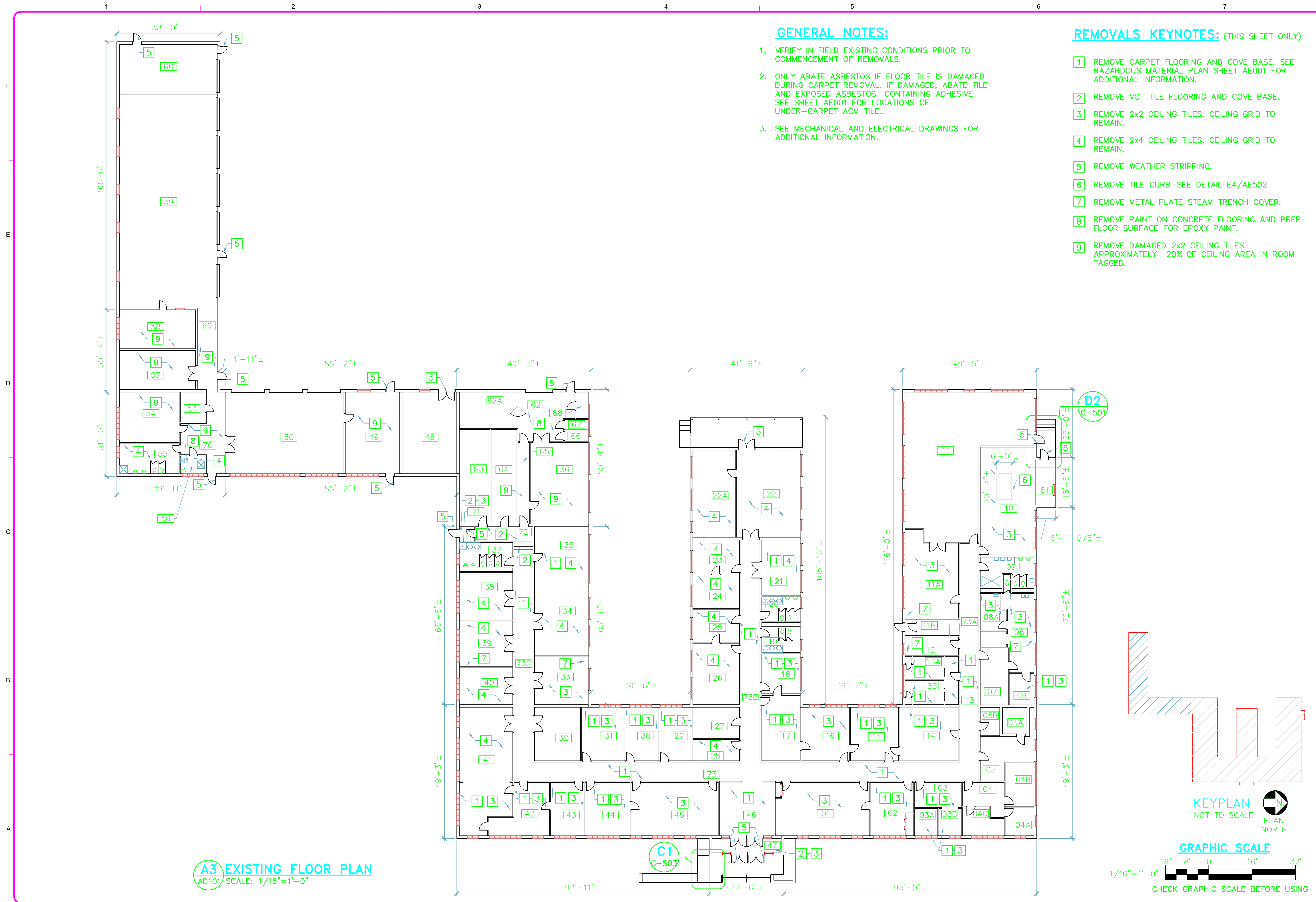
All exterior paint will be Sherwin Williams Latex Super Paint Exterior Flat in SW7516 Kestrel White, for soffits and large fascias.

All exterior paint will be Sherwin Williams Latex Super Paint Exterior Flat in SW7520 Plantation Brown for the building lettering.

All exterior paint will be Sherwin Williams latex Super Paint Exterior Flat in SW7704 Tower Tan, for building walls.

Sherwin Williams' paints may be procured from any vendor that can supply Sherwin Williams' paints and shall be in accordance with the Buy American Act.

John L. Cronin, Maj, MeANG
Base Civil Engineer



GENERAL NOTES:

1. VERIFY IN FIELD EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF REMOVALS.
2. ONLY ABATE ASBESTOS IF FLOOR TILE IS DAMAGED DURING CARPET REMOVAL. IF DAMAGED, ABATE TILE AND EXPOSED ASBESTOS CONTAINING ADHESIVE. SEE SHEET AE001 FOR LOCATIONS OF UNDER-CARPET ACM TILE..
3. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.

REMOVALS KEYNOTES: (THIS SHEET ONLY)

- 1 REMOVE CARPET FLOORING AND COVE BASE. SEE HAZARDOUS MATERIAL PLAN SHEET AE001 FOR ADDITIONAL INFORMATION.
- 2 REMOVE VCT TILE FLOORING AND COVE BASE.
- 3 REMOVE 2x2 CEILING TILES. CEILING GRID TO REMAIN.
- 4 REMOVE 2x4 CEILING TILES. CEILING GRID TO REMAIN.
- 5 REMOVE WEATHER STRIPPING.
- 6 REMOVE TILE CURB-SEE DETAIL E4/AE502
- 7 REMOVE METAL PLATE STEAM TRENCH COVER.
- 8 REMOVE PAINT ON CONCRETE FLOORING AND PREP FLOOR SURFACE FOR EPOXY PAINT.
- 9 REMOVE DAMAGED 2x2 CEILING TILES. APPROXIMATELY 20% OF CEILING AREA IN ROOM TAGGED.

RECORD DRAWINGS
 THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE CONSULTANT IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

MARK	DATE	DESCRIPTION
	08/11/23	RECORD DRAWING

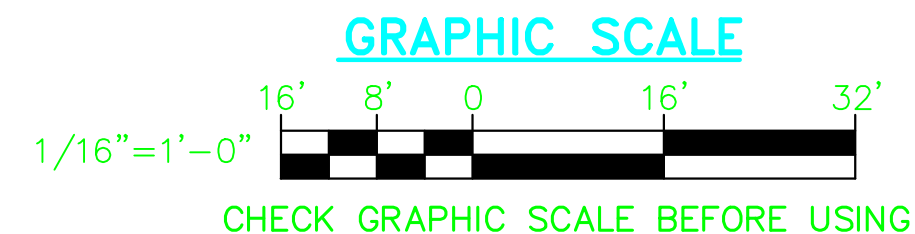
NATIONAL GUARD BUREAU
 P-1 INTERIOR REPAIR
 MAINE AIR NATIONAL GUARD
 SOUTH PORTLAND, ME

PROJ: VVRK222004
 DESN: JBL
 DRWN: NJD
 CHKD: KP

AD101

A3 EXISTING FLOOR PLAN
 AD101 SCALE: 1/16"=1'-0"

KEYPLAN
 NOT TO SCALE
 PLAN NORTH






Bar measures 1 inch, otherwise drawing is not to scale

ABATEMENT SCOPE OF WORK:

THE SCOPE OF ASBESTOS CONTAINING MATERIALS ABATEMENT FOR THIS PROJECT IS LIMITED TO SPECIFIC LOCATIONS WHERE TILES ARE DAMAGED DURING CARPET REMOVAL. IF ACM FLOOR TILE UNDER CARPET IS DAMAGED, ABATE THE ACM TILE AND ACM ADHESIVE. IF NON-ACM TILE IS DAMAGED TO THE POINT ACM ADHESIVE IS EXPOSED, ABATE THE TILE AND ACM ADHESIVE..

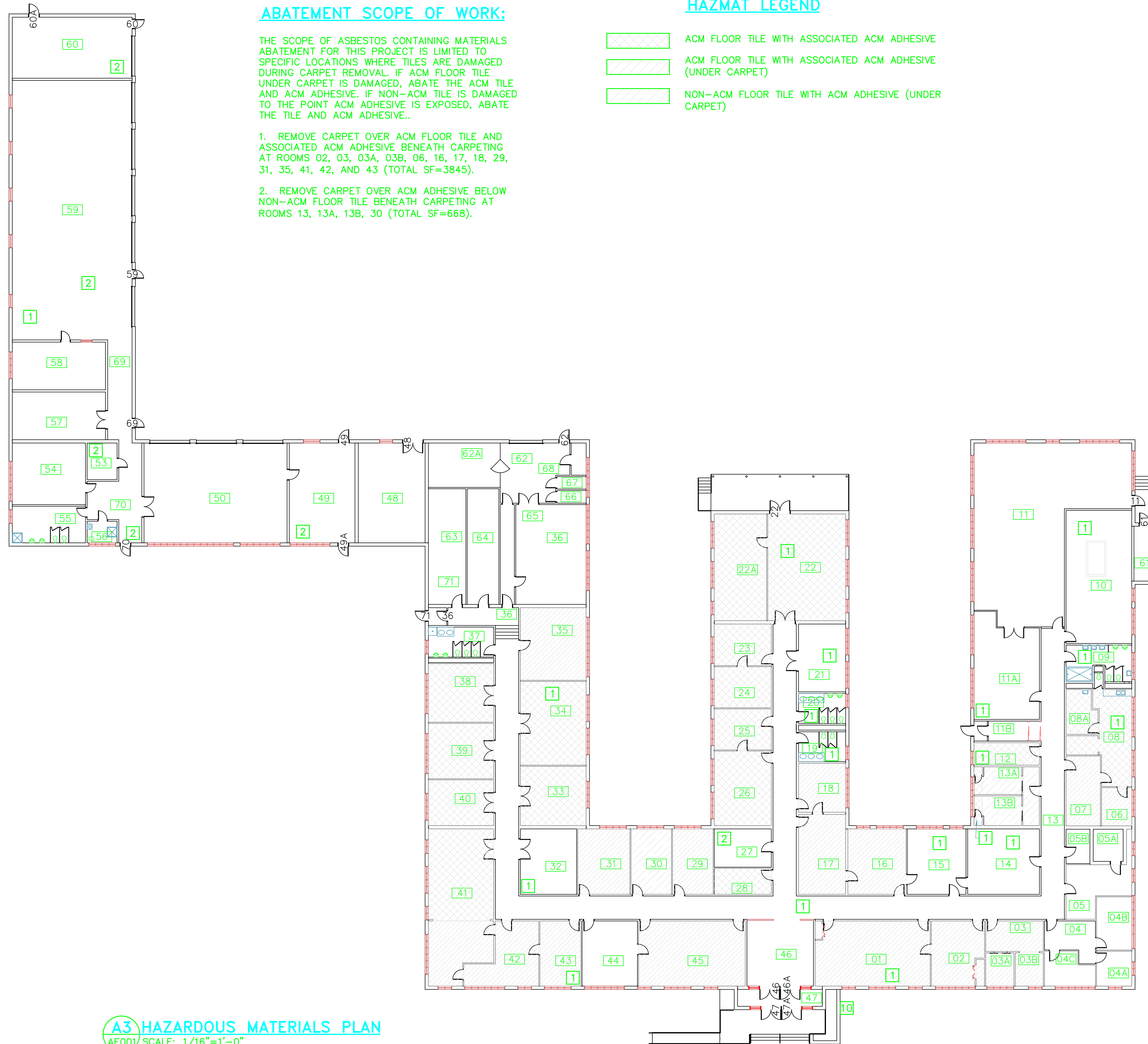
1. REMOVE CARPET OVER ACM FLOOR TILE AND ASSOCIATED ACM ADHESIVE BENEATH CARPETING AT ROOMS 02, 03, 03A, 03B, 06, 16, 17, 18, 29, 31, 35, 41, 42, AND 43 (TOTAL SF=3845).
2. REMOVE CARPET OVER ACM ADHESIVE BELOW NON-ACM FLOOR TILE BENEATH CARPETING AT ROOMS 13, 13A, 13B, 30 (TOTAL SF=668).

HAZMAT LEGEND



-  ACM FLOOR TILE WITH ASSOCIATED ACM ADHESIVE
-  ACM FLOOR TILE WITH ASSOCIATED ACM ADHESIVE (UNDER CARPET)
-  NON-ACM FLOOR TILE WITH ACM ADHESIVE (UNDER CARPET)

GENERAL NOTES:

1. THIS DRAWINGS DOES NOT CLAIM TO IDENTIFY ALL OF THE ASBESTOS CONTAINING MATERIAL (ACM) PRESENT IN THE BUILDING AND SHOULD NOT BE THE SOLE BASIS FOR IDENTIFYING ACM.
2. PROVIDE UNIT PRICE FOR ABATEMENT OF ACM FLOOR TILE AND ACM ADHESIVE. SEE UNIT PRICE AND QUANTITY SCHEDULE SHEET G-002.
3. HAZARDOUS MATERIALS REMOVALS SUCH AS FLUORESCENT LIGHTING AND BALLASTS ARE NOT INCLUDED IN THE SCOPE OF THIS PROJECT.
4. SEE SHEET AD-101 FOR ARCHITECTURAL DEMOLITION PLAN.
5. ACM AND HAZARDOUS MATERIAL INFORMATION PROVIDED IS TAKEN FROM A TEST REPORT DATED SEPTEMBER 2016 AND JANUARY 2017 BY CES, INC. REFER TO REPORT INCLUDED IN THE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6. ALL ACM PREVIOUSLY IDENTIFIED IN ROOMS 04, 04A, 04B, 04C, AND 05 WERE ABATED BY PROJECT VVRK222233..



KEYNOTES: (THIS SHEET ONLY)

-  ACM INSULATED PIPE FITTINGS ABOVE CEILING.
-  ACM INSULATED PIPE FITTINGS BELOW CEILING.

RECORD DRAWINGS
 THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE CONSULTANT IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

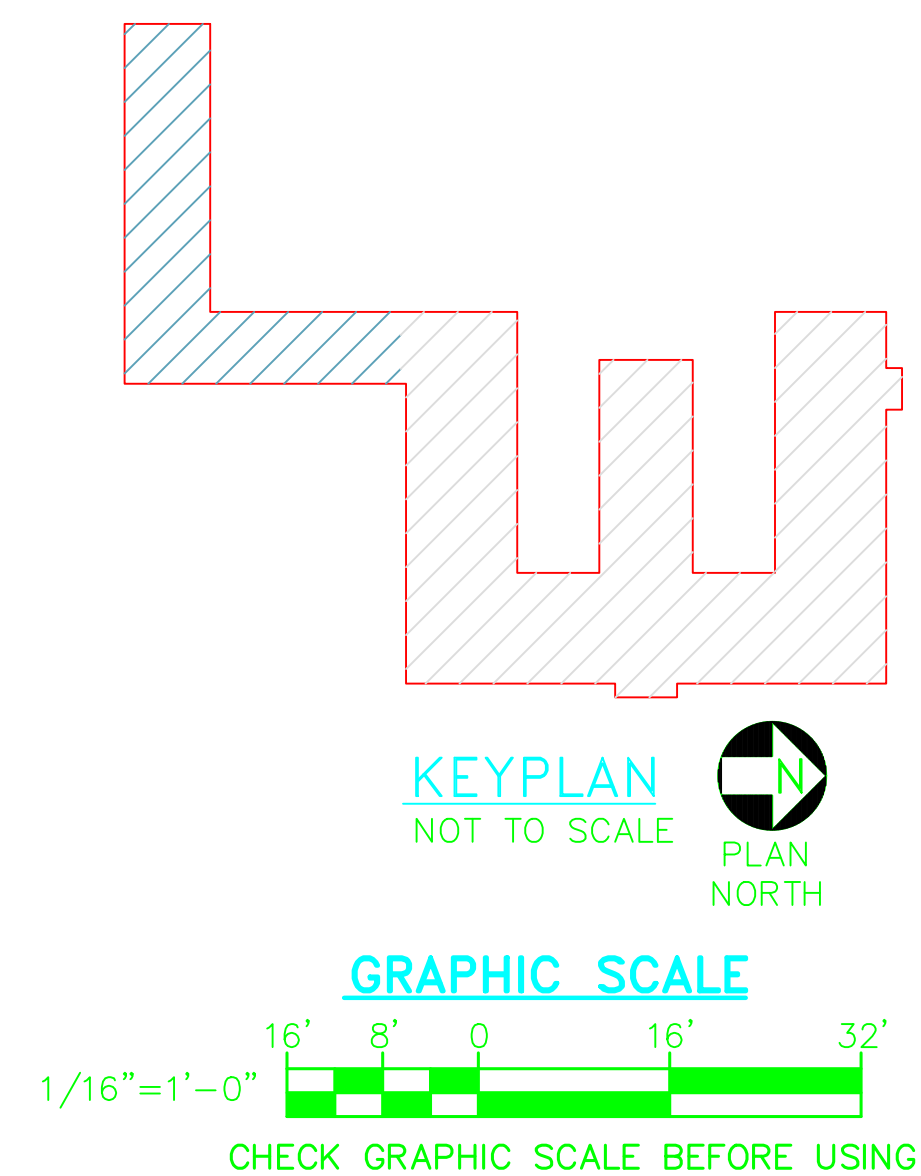
MARK	DATE	DESCRIPTION
	08/11/23	RECORD DRAWING

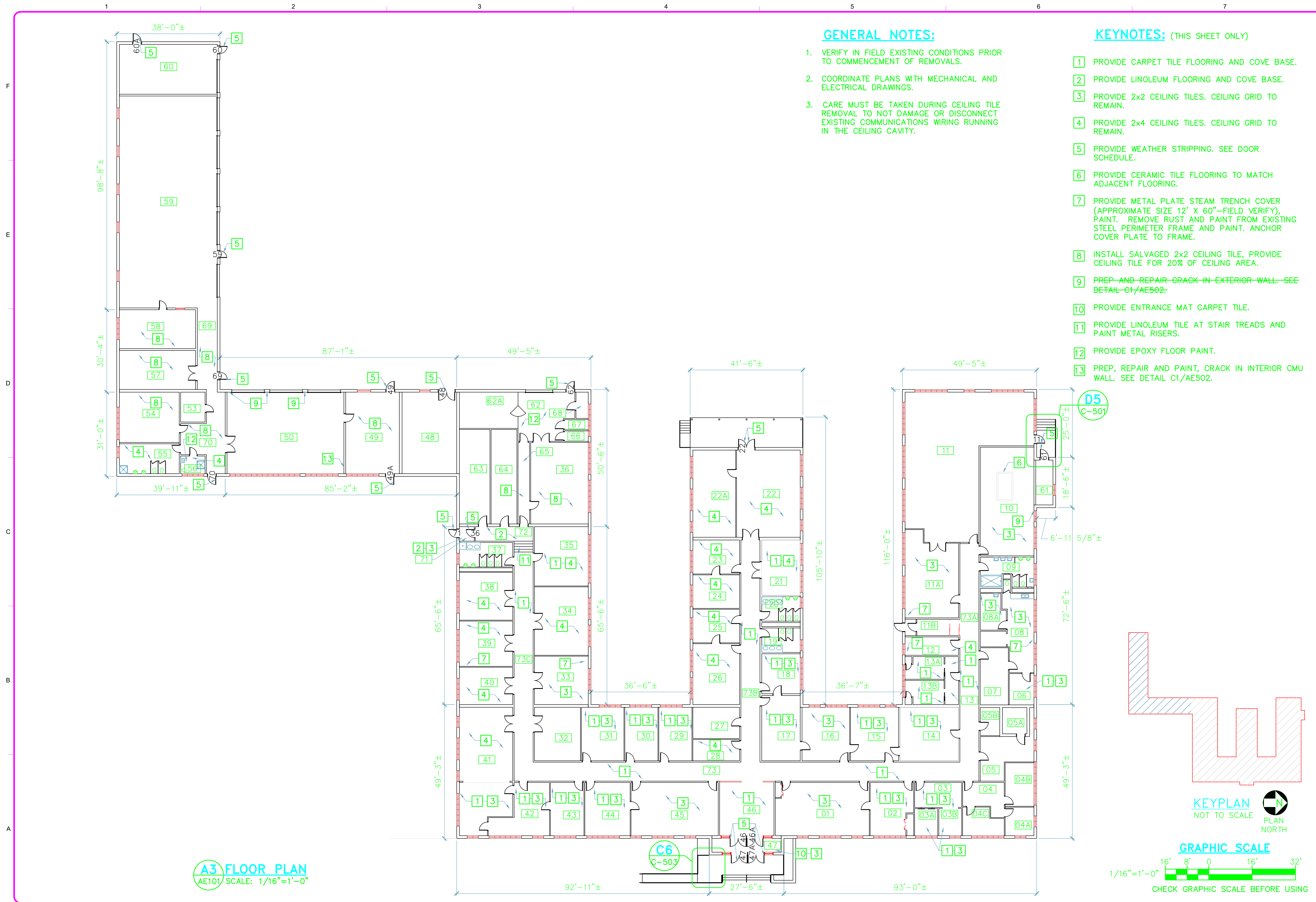
NATIONAL GUARD BUREAU
 P-1 INTERIOR REPAIR
 MAINE AIR NATIONAL GUARD
 SOUTH PORTLAND, ME
HAZARDOUS MATERIAL PLAN

PROJ: VVRK222004
 DESN:
 DRWN:
 CHKD:

AE001

A3 HAZARDOUS MATERIALS PLAN
 AE001 SCALE: 1/16"=1'-0"





GENERAL NOTES:

1. VERIFY IN FIELD EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF REMOVALS.
2. COORDINATE PLANS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
3. CARE MUST BE TAKEN DURING CEILING TILE REMOVAL TO NOT DAMAGE OR DISCONNECT EXISTING COMMUNICATIONS WIRING RUNNING IN THE CEILING CAVITY.

KEYNOTES: (THIS SHEET ONLY)

- 1 PROVIDE CARPET TILE FLOORING AND COVE BASE.
- 2 PROVIDE LINOLEUM FLOORING AND COVE BASE.
- 3 PROVIDE 2x2 CEILING TILES. CEILING GRID TO REMAIN.
- 4 PROVIDE 2x4 CEILING TILES. CEILING GRID TO REMAIN.
- 5 PROVIDE WEATHER STRIPPING. SEE DOOR SCHEDULE.
- 6 PROVIDE CERAMIC TILE FLOORING TO MATCH ADJACENT FLOORING.
- 7 PROVIDE METAL PLATE STEAM TRENCH COVER (APPROXIMATE SIZE 12' X 60"-FIELD VERIFY), PAINT. REMOVE RUST AND PAINT FROM EXISTING STEEL PERIMETER FRAME AND PAINT. ANCHOR COVER PLATE TO FRAME.
- 8 INSTALL SALVAGED 2x2 CEILING TILE, PROVIDE CEILING TILE FOR 20% OF CEILING AREA.
- 9 PREP AND REPAIR CRACK IN EXTERIOR WALL. SEE DETAIL C1/AE502.
- 10 PROVIDE ENTRANCE MAT CARPET TILE.
- 11 PROVIDE LINOLEUM TILE AT STAIR TREADS AND PAINT METAL RISERS.
- 12 PROVIDE EPOXY FLOOR PAINT.
- 13 PREP, REPAIR AND PAINT, CRACK IN INTERIOR CMU WALL. SEE DETAIL C1/AE502.

A3 FLOOR PLAN
AE101 SCALE: 1/16"=1'-0"

KEYPLAN
NOT TO SCALE

GRAPHIC SCALE
1/16"=1'-0"

16' 8' 0' 16' 32'

CHECK GRAPHIC SCALE BEFORE USING

Bar measures 1 inch, otherwise drawing is not to scale

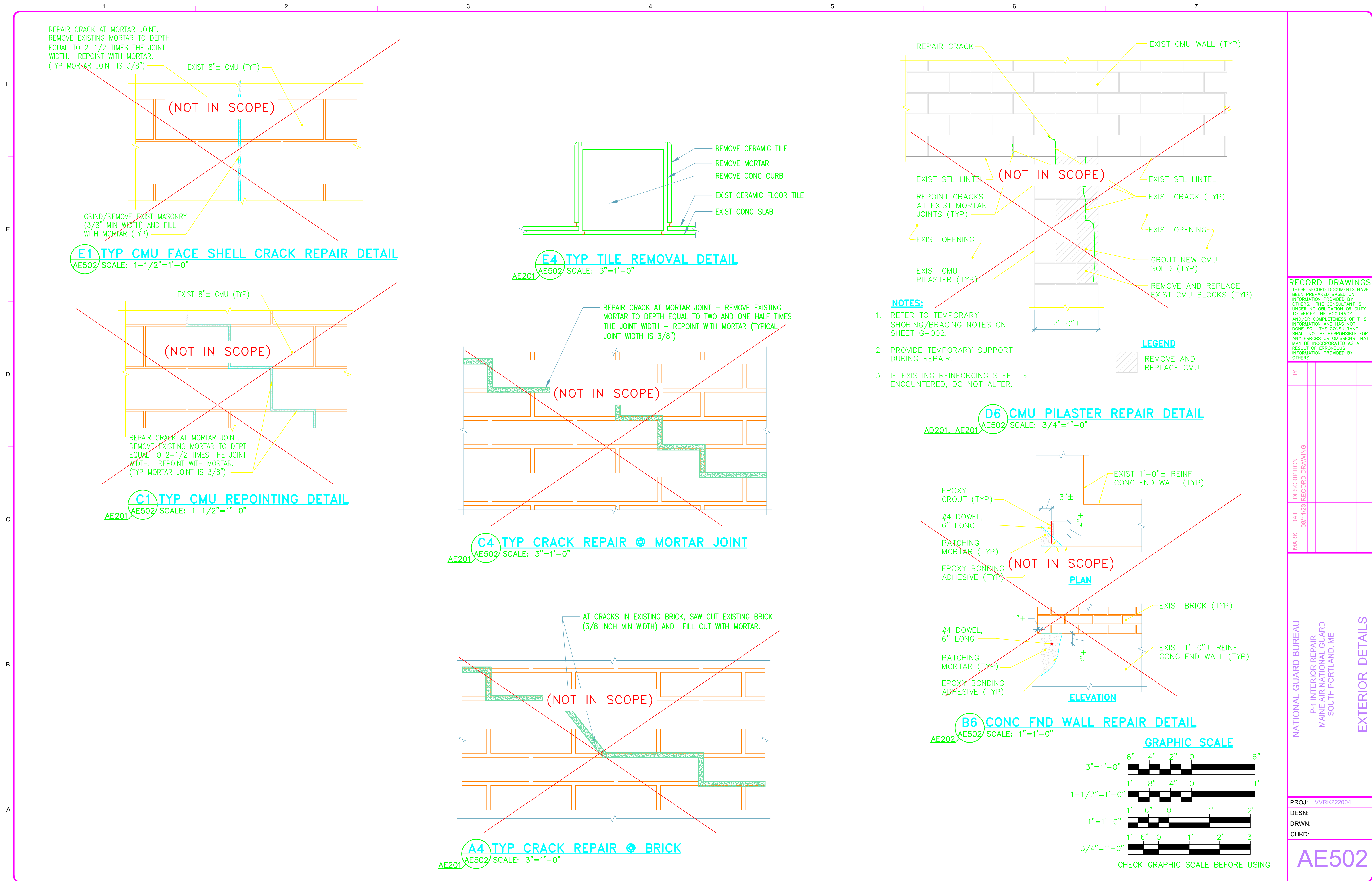
MARK	DATE	DESCRIPTION
	08/11/23	RECORD DRAWING

NATIONAL GUARD BUREAU
P-1 INTERIOR REPAIR
MAINE AIR NATIONAL GUARD
SOUTH PORTLAND, ME

PROJ: VVRK222004
DESN:
DRWN:
CHKD:

AE101

FLOOR PLAN



RECORD DRAWINGS
 THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE CONSULTANT IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

MARK	DATE	DESCRIPTION
	08/11/23	RECORD DRAWING

NATIONAL GUARD BUREAU
 P-1 INTERIOR REPAIR
 MAINE AIR NATIONAL GUARD
 SOUTH PORTLAND, ME
 EXTERIOR DETAILS

PROJ: VVRK222004
 DESN:
 DRWN:
 CHKD:

AE502

ROOM FINISH SCHEDULE

NO.	DESCRIPTION	FLOOR	BASE	WALLS				CEILING	NOTES
				NORTH	EAST	SOUTH	WEST		
FIRST FLOOR									
01	OFFICE	-	-	-	-	-	-	ACT-1	
02	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
03	WAITING	CPT-1	RB	-	-	-	-	ACT-1	
03A	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
03B	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
04	WAITING	CPT-1	RB	-	-	-	-	ACT-1	
04A	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
04B	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
04C	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
05	WAITING	CPT-1	RB	-	-	-	-	ACT-1	
06	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
07	STORAGE	-	-	-	-	-	-	-	
08	OFFICE	-	-	-	-	-	-	ACT-1	8
08A	PATIENT ROOM	-	-	-	-	-	-	ACT-1	
10	KITCHEN	CT	-	P-1	-	-	-	ACT-1	3,6
11	CAFE	-	-	-	-	-	-	-	9
11A	BREAK ROOM	-	-	-	-	-	-	ACT-1	8
11B	STORAGE	-	-	-	-	-	-	-	9
12	STORAGE	-	-	-	-	-	-	-	
13	WAITING	CPT-1	RB	-	-	-	-	ACT-2	
13A	OFFICE	CPT-1	RB	-	-	-	-	-	
13B	OFFICE	CPT-1	RB	-	-	-	-	-	
14	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
15	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
16	OFFICE	-	-	-	-	-	-	ACT-1	
17	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
18	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
21	OFFICE	CPT-1	RB	-	-	-	-	ACT-2	
22	STORAGE	-	-	-	-	-	-	ACT-2	
22A	OFFICE	-	-	-	-	-	-	ACT-2	
23	OFFICE	-	-	-	-	-	-	ACT-2	
24	OFFICE	-	-	-	-	-	-	ACT-2	
25	OFFICE	-	-	-	-	-	-	ACT-2	
26	OFFICE	-	-	-	-	-	-	ACT-2	
28	IT	-	-	-	-	-	-	ACT-2	
29	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
30	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
31	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
33	OFFICE	-	-	-	-	-	-	ACT-1	8
34	OFFICE	-	-	-	-	-	-	ACT-2	
35	OFFICE	CPT-1	RB	-	-	-	-	ACT-2	
36	CONFERENCE	-	-	-	-	-	-	ACT-1	4
38	OFFICE	-	-	-	-	-	-	ACT-2	
39	OFFICE	-	-	-	-	-	-	ACT-2	8
40	OFFICE	-	-	-	-	-	-	ACT-2	
41	OFFICE	CPT-1	RB	-	-	-	-	ACT-1,2	
42	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
43	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
44	OFFICE	CPT-1	RB	-	-	-	-	ACT-1	
45	OFFICE	-	-	-	-	-	-	ACT-1	
46	LOBBY	CPT-1	RB	-	-	-	-	-	9
47	VESTIBULE	MAT-1	RB	-	-	-	-	ACT-1	5,9
48	MAINTENANCE OFFICE	-	-	-	-	-	-	-	9
49	BOILER	-	-	-	-	-	-	ACT-1	4,9
50	MAINTENANCE	-	-	P-1	-	-	P-1	-	3
54	OFFICE	-	-	-	-	-	-	ACT-2	4
55	MENS TOILET	-	-	-	-	-	-	ACT-2	
56	WOMENS TOILET	EP	RB	-	-	-	-	ACT-2	
57	OFFICE	-	-	-	-	-	-	ACT-1	4
58	OFFICE	-	-	-	-	-	-	ACT-1	4
59	GARAGE	-	-	-	-	-	-	-	9
60	STORAGE	-	-	-	-	-	-	-	9
62	STORAGE	EP	RB	-	-	-	-	-	9
65	CORRIDOR	-	-	-	-	-	-	ACT-1	4
69	CORRIDOR	-	-	-	-	-	-	ACT-1	4,9
70	CORRIDOR	-	-	-	-	-	-	ACT-1	4,9
71	VESTIBULE	LIN-1	RB	-	-	-	-	ACT-1	9
72	CORRIDOR	LIN-1	RB	-	-	-	-	-	
73	CORRIDOR	CPT-1	RB	-	-	-	-	-	
73A	CORRIDOR	CPT-1	RB	-	-	-	-	-	
73B	CORRIDOR	CPT-1	RB	-	-	-	-	-	
73C	CORRIDOR	CPT-1	RB	-	-	-	-	-	

COLOR KEY/MANUFACTURER GUIDE

MATERIAL	MANUFACTURER MODEL/TYPE	COLOR & FINISH	REMARKS
WALLS			
P-1	PAINT	TO BE SELECTED	
P-2	PAINT	TO BE SELECTED	
P-3	PAINT	TO BE SELECTED	
FLOORS			
CPT-1	CARPET TILE FLOORING	TO BE SELECTED	
EP	EPOXY FLOOR PAINT	TO BE SELECTED	
LIN-1	LINOLEUM TILE FLOORING	TO BE SELECTED	
MAT-1	RECESSED WALK OFF MAT	TO BE SELECTED	
BASE			
RB	RUBBER BASE	TO BE SELECTED	
CEILING			
ACT-1	ARMSTRONG, ULTIMA HIGH NRC (2X2)	WHITE	
ACT-2	ARMSTRONG, ULTIMA HIGH NRC (2X4)	WHITE	
EXTERIOR FINISH SCHEDULE			
WALLS	MANUFACTURER MODEL/TYPE		REMARKS
CONCRETE MASONRY	CONPROCO CONPRO LASTIC	TO BE SELECTED	
WOOD FASCIA			
ALUMINUM DOORS WEATHER STRIPPING	PAINT	TO BE SELECTED	
		DARK BRONZE ANNOZIDED	

ROOM FINISH SCHEDULE LEGEND

ACT = SUSPENDED ACOUSTICAL CEILING TILE
 CT = CERAMIC FLOOR TILE
 CPT = CARPET FLOOR TILE
 EP = EPOXY PAINT
 EXIST = EXISTING CONDITIONS
 GYP BD = GYPSUM WALLBOARD
 LIN=LINOLEUM
 MAT = WALK-OFF MAT CARPET TILE
 P = PAINT
 RB = RUBBER WALL BASE

ROOM FINISH SCHEDULE GENERAL NOTES:

- UNLESS OTHERWISE NOTED ON FLOOR PLANS, CHANGES IN FLOOR FINISHES OCCUR UNDER DOORS.
- PROVIDE RESILIENT FLOOR TRANSITION STRIPS AT CHANGES IN NEW FLOORING MATERIALS TYPICAL.
- PAINT REPAIRS MADE TO CRACKED INTERIOR MASONRY WALLS, COLOR TO MATCH ADJACENT SURFACE.

ROOM FINISH SCHEDULE NOTES:

- PROVIDE PAINT TO MATCH EXIST. REPAIR CRACKS IN INTERIOR WALLS.
- INSTALL SALVAGED CEILING TILE, PROVIDE CEILING TILE FOR 20% OF CEILING AREA.
- PROVIDE FLOOR WALK-OFF MAT CARPET TILE
- PATCH CERAMIC FLOOR TILE AT REMOVED CURB INTO EXISTING CERAMIC FLOOR TIE. MATCH ADJACENT FLOOR TILE SIZE, TEXTURE, AND COLOR.
- NOT USED.
- PROVIDE METAL PLATE STEAM COVER.
- PROVIDE WEATHER STRIPPING AT EXTERIOR DOORS.

SCHEDULE KEY

EXIST EXISTING
 MAT'L MATERIAL
 NO NUMBER
 QTY QUANTITY

DOOR AND FRAME SCHEDULE

NO.	QTY	DOOR					FRAME			DETAILS			HARDWARE	FIRE RATING	REMARKS
		W	H	THK	TYPE	MAT'L	FINISH	TYPE	MAT'L	FINISH	HEAD	JAMB			
11	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
22	2	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
36	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
46	2	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-2	-	-
46A	2	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-2	-	-
47	2	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
47A	2	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
48	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
49	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
49A	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
59	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
60	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
60A	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
61	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
62	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
69	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
70	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-
71	1	EXISTING	-	-	-	EXIST	-	-	-	-	-	-	EH-1	-	-

RECORD DRAWINGS
 THESE RECORD DOCUMENTS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. THE CONSULTANT IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

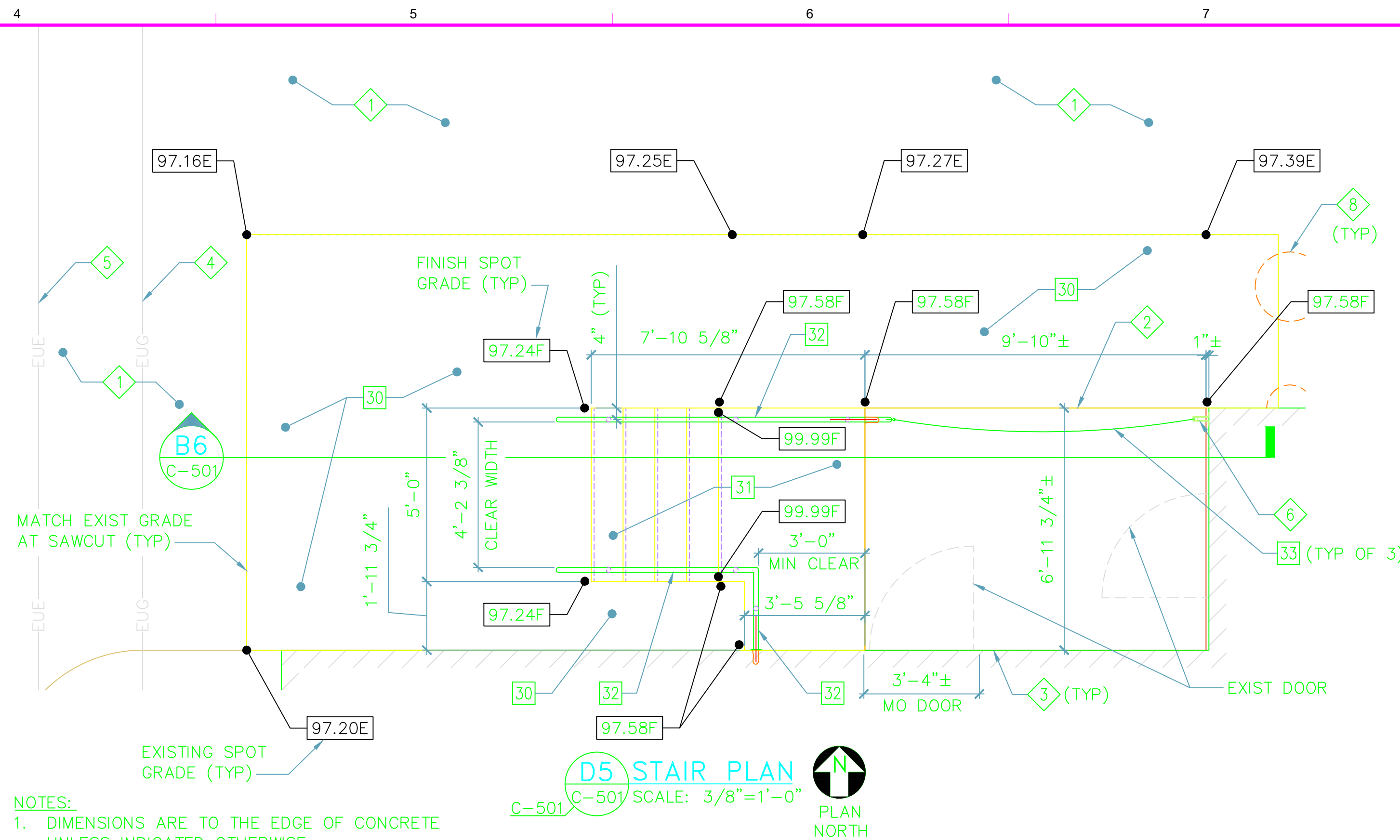
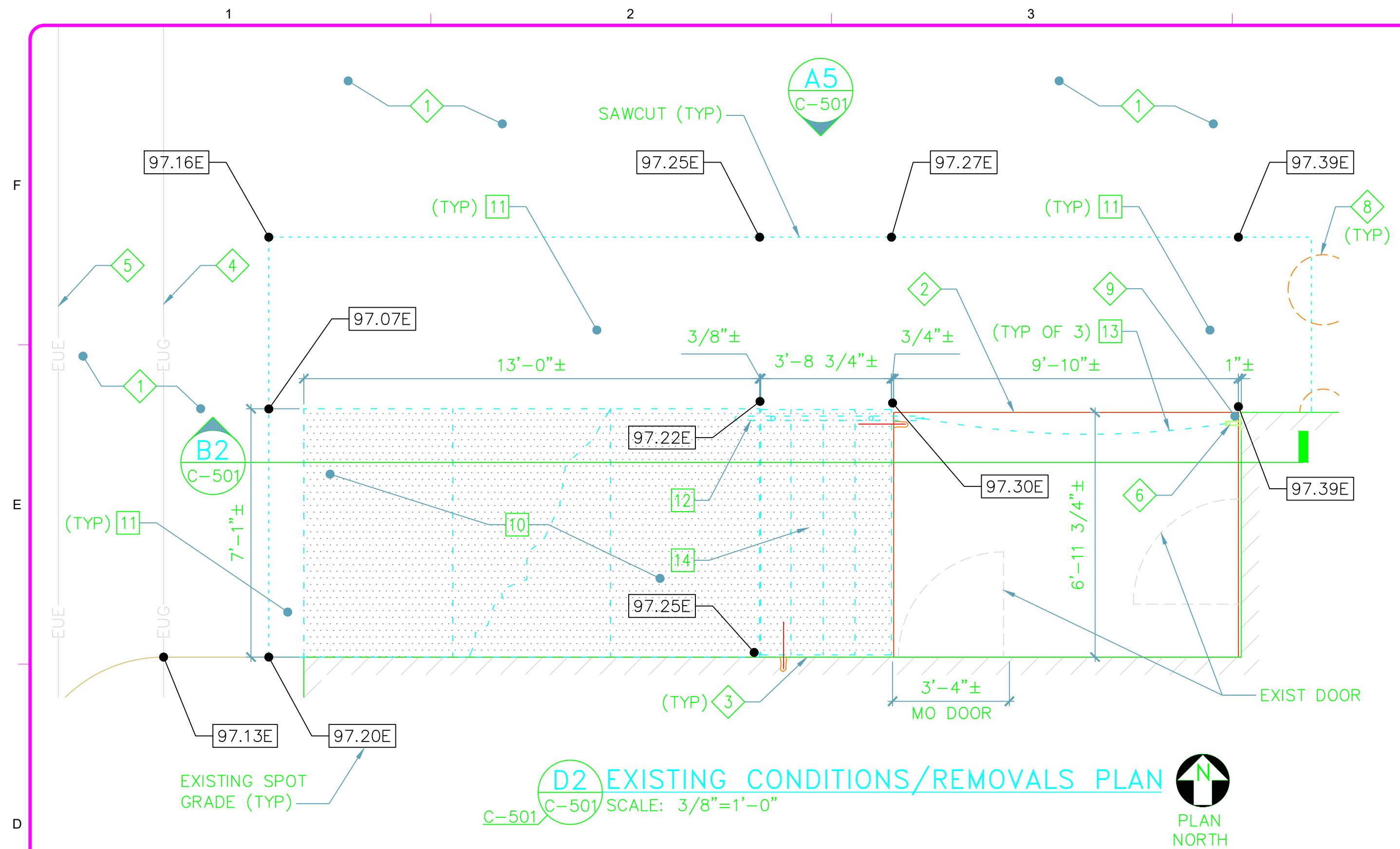
MARK	DATE	DESCRIPTION
	01/11/23	RECORD DRAWING

NATIONAL GUARD BUREAU
 P-1 INTERIOR REPAIR
 MAINE AIR NATIONAL GUARD
 SOUTH PORTLAND, ME

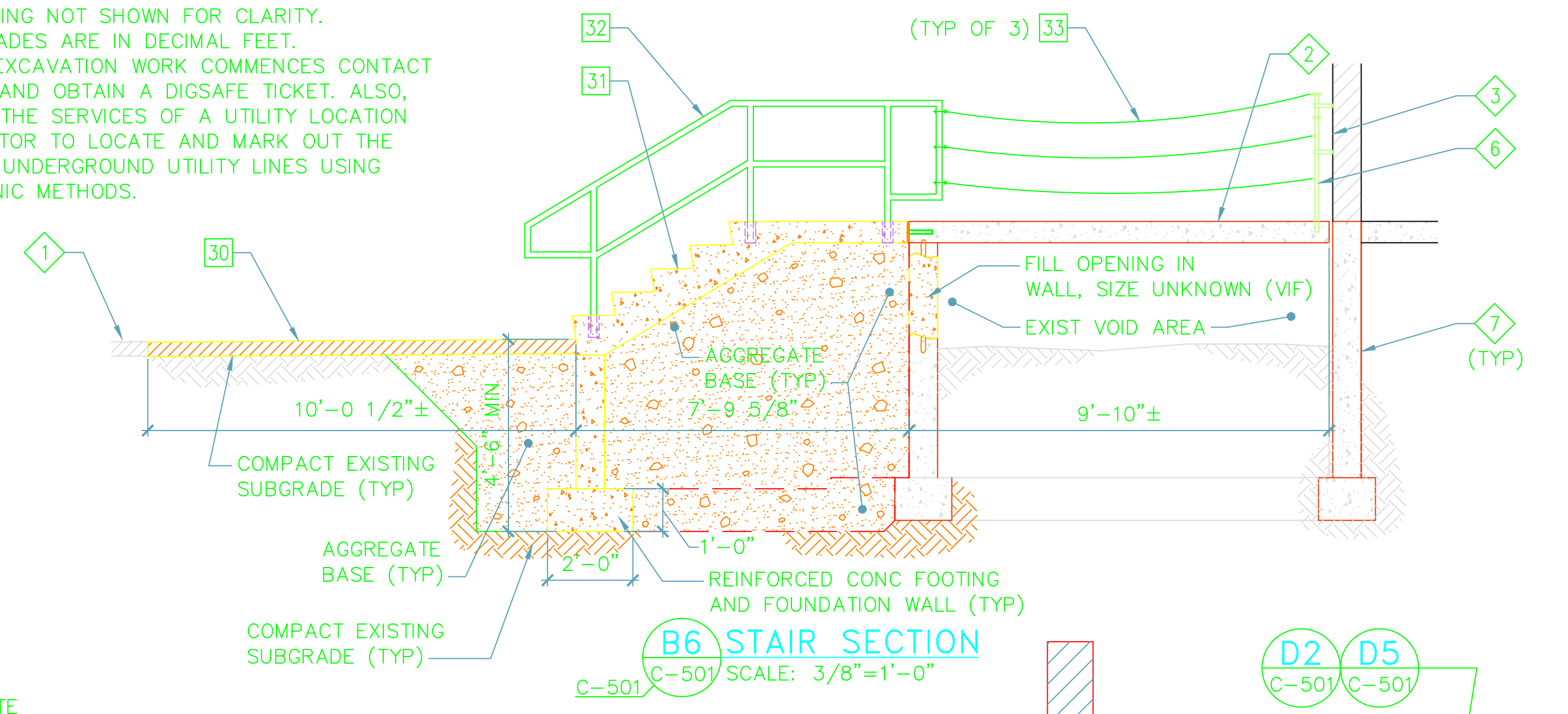
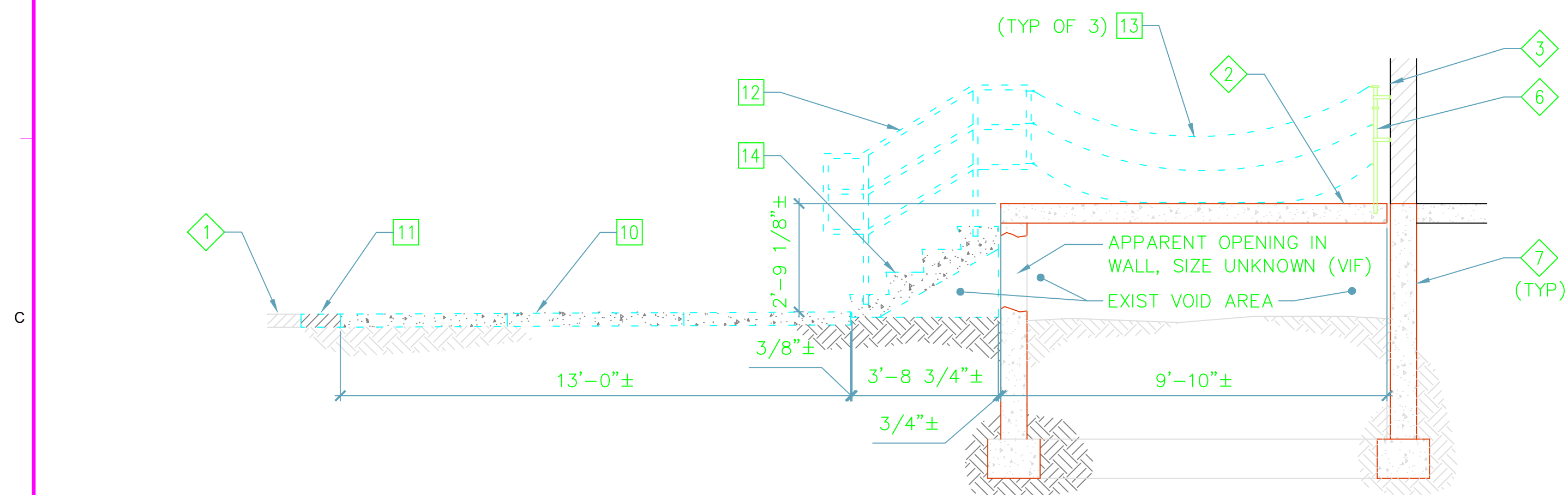
PROJ: VVRK222004
 DESN: JBL
 DRWN: NJD
 CHKD: KSP

AE640

ROOM FINISH AND DOOR SCHEDULE



- NOTES:**
1. DIMENSIONS ARE TO THE EDGE OF CONCRETE UNLESS INDICATED OTHERWISE.
 2. REINFORCING NOT SHOWN FOR CLARITY.
 3. SPOT GRADES ARE IN DECIMAL FEET.
 4. BEFORE EXCAVATION WORK COMMENCES CONTACT DIGSAFE AND OBTAIN A DIGSAFE TICKET. ALSO, PROVIDE THE SERVICES OF A UTILITY LOCATION CONTRACTOR TO LOCATE AND MARK OUT THE EXISTING UNDERGROUND UTILITY LINES USING ELECTRONIC METHODS.



EXISTING KEYNOTES

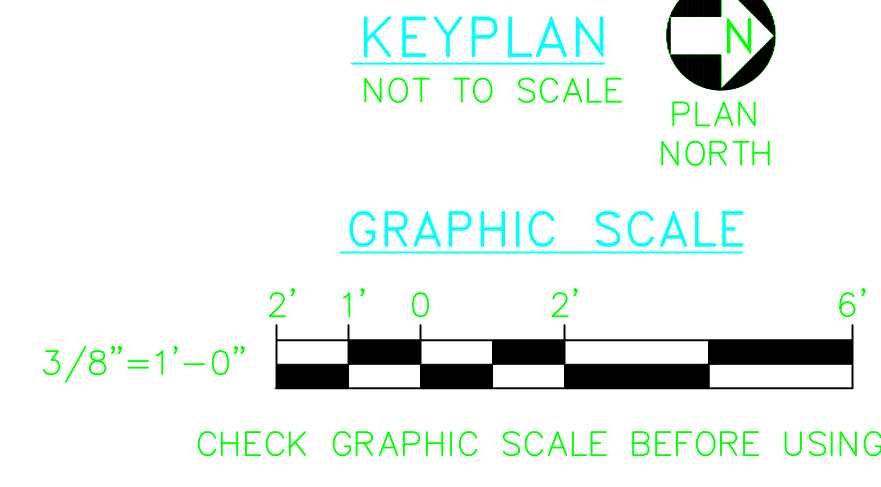
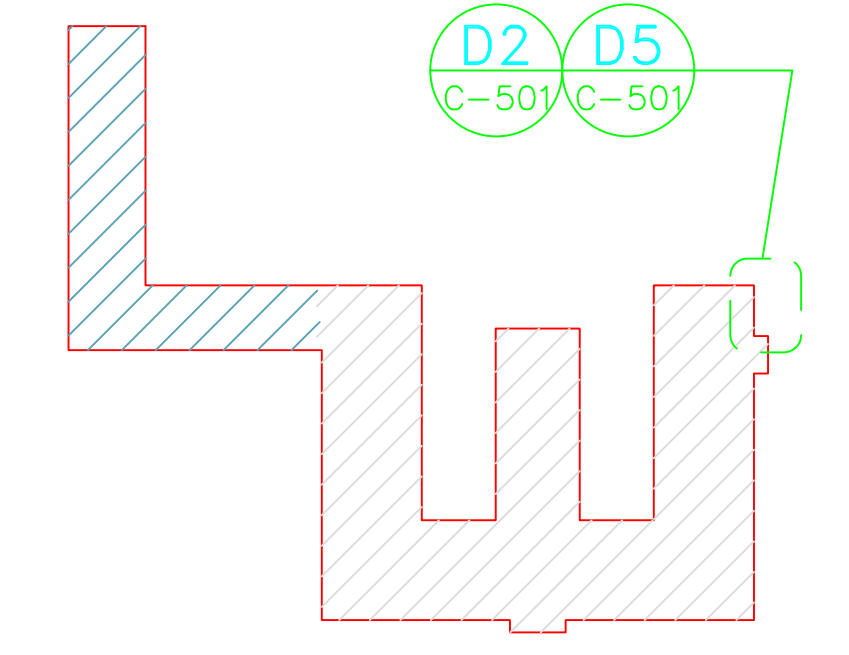
- 1 EXISTING ASPHALT CONCRETE PAVEMENT.
- 2 EXISTING ELEVATED REINFORCED CONCRETE LANDING/LOADING DOCK, 32"± ABOVE GRADE.
- 3 EXISTING BRICK BUILDING WALL.
- 4 APPROXIMATE LOCATION OF EXISTING UNDERGROUND GAS LINE, DEPTH UNKNOWN. SEE NOTE 4 ON THIS SHEET.
- 5 APPROXIMATE LOCATION OF EXISTING UNDERGROUND ELECTRIC LINE, NUMBER OF LINES AND DEPTH UNKNOWN. SEE NOTE 4 ON THIS SHEET.
- 6 EXISTING WROUGHT IRON POST.
- 7 EXISTING REINFORCED CONCRETE FOUNDATION.
- 8 EXISTING PAVEMENT PATCHES, POSSIBLE CONCRETE POST FOUNDATIONS BELOW PAVEMENT.
- 9 BENCHMARK: TOP CORNER OF CONCRETE NEAR BUILDING CORNER ON LANDING/LOADING DOCK. ELEVATION = 100.00' (ASSUMED VERTICAL DATUM).

REMOVAL KEYNOTES

- 10 REMOVE EXISTING REINFORCED 4"± THICK CONCRETE WALK.
- 11 SAWCUT AND REMOVE EXISTING 4"± THICK ASPHALT CONCRETE PAVEMENT.
- 12 REMOVE EXISTING 1-1/2"± DIAMETER PIPE HAND RAIL.
- 13 EXISTING STEEL CHAIN. UN-FASTEN FROM HAND RAIL AND COIL CHAIN.
- 14 REMOVE EXISTING REINFORCED CONCRETE PRE-CAST STAIR (SET ON GRADE).
- 15 - 29 NOT USED.

KEYNOTES

- 30 MINIMUM 4"± THICK ASPHALT CONCRETE PAVEMENT WEARING COURSE (2" MAXIMUM LIFTS), AND PROVIDE TACK COAT AT SAWCUT EDGES.
- 31 REINFORCED CONCRETE STAIRS, SEE DETAIL C2/C-502.
- 32 1.66" OD SCH 40 GALVANIZED STEEL PIPE HAND RAIL AND POSTS, SEE DETAILS A3/C-502 AND E5/C-502.
- 33 REMOVE A SECTION OF EACH EXISTING STEEL CHAIN (TO DECREASE THE SAG TO 2" TO 4"), AND RE-INSTALL EXISTING STEEL CHAIN TO GALVANIZED STEEL EYE BOLTS FASTENED TO HAND RAIL POST. PROVIDE EYE HOOKS ON THE BOTH ENDS OF THE CHAINS, AND SPRING CLAMPS ON THE HANDRAIL ENDS OF THE CHAINS.

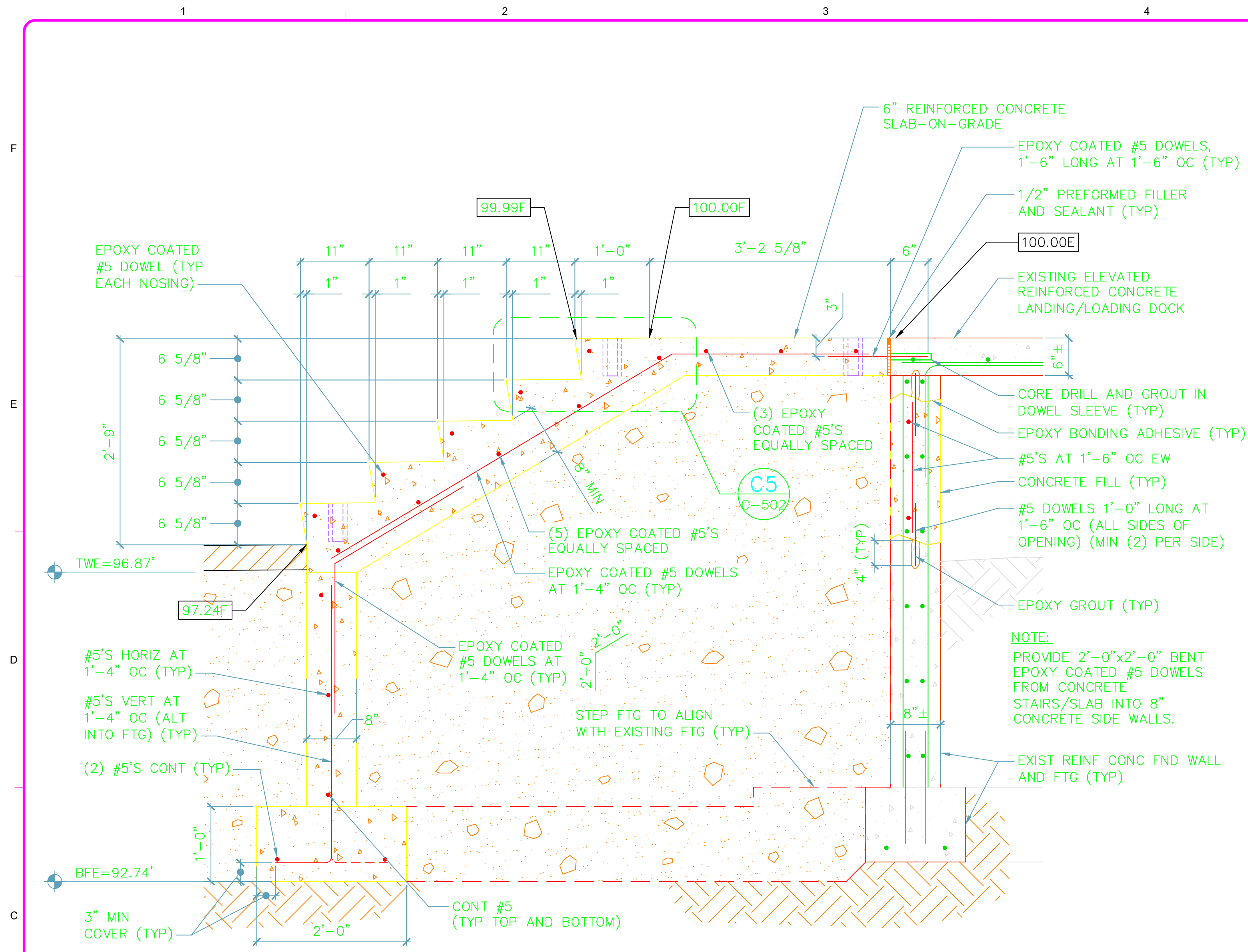


MARK	DATE	DESCRIPTION
	08/11/23	RECORD DRAWING

NATIONAL GUARD BUREAU
P-1 INTERIOR REPAIR
MAINE AIR NATIONAL GUARD
SOUTH PORTLAND, ME

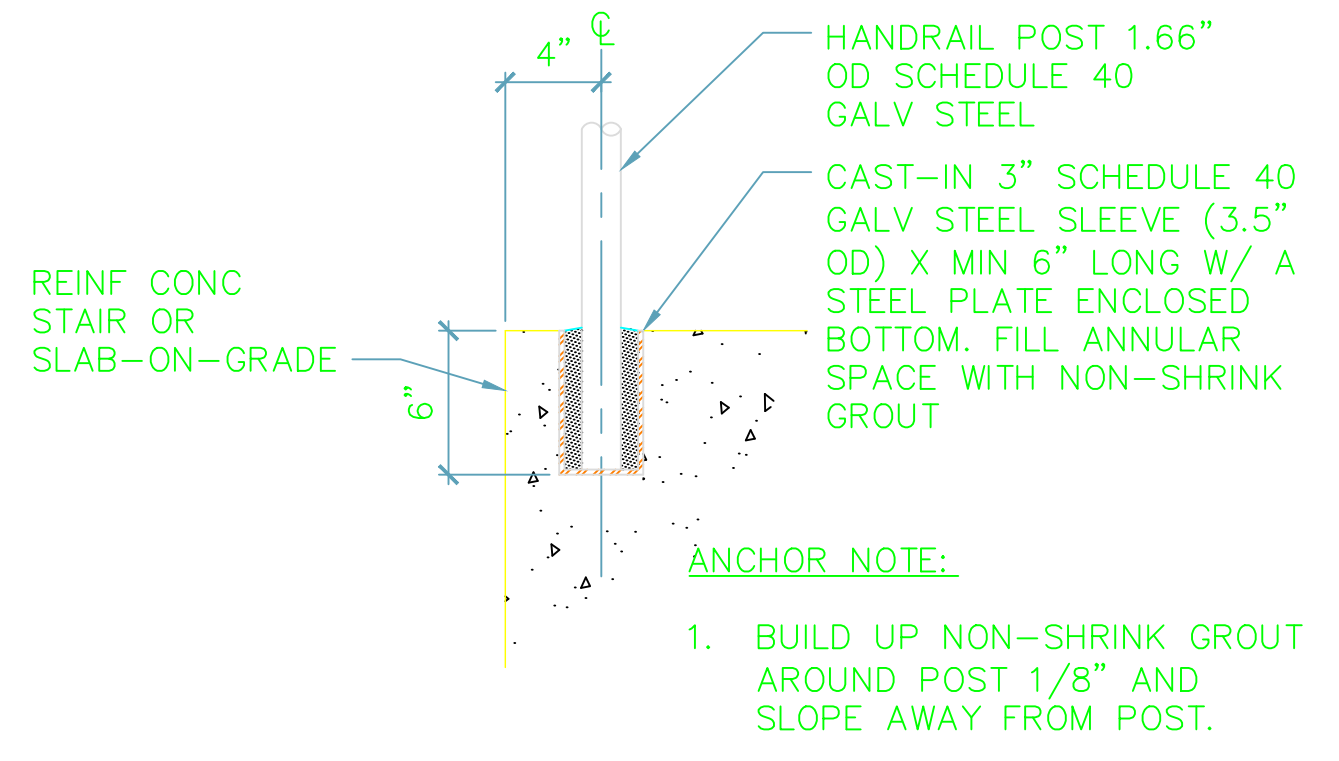
PROJ: VVRK222004
DESN:
DRWN:
CHKD:

C-501

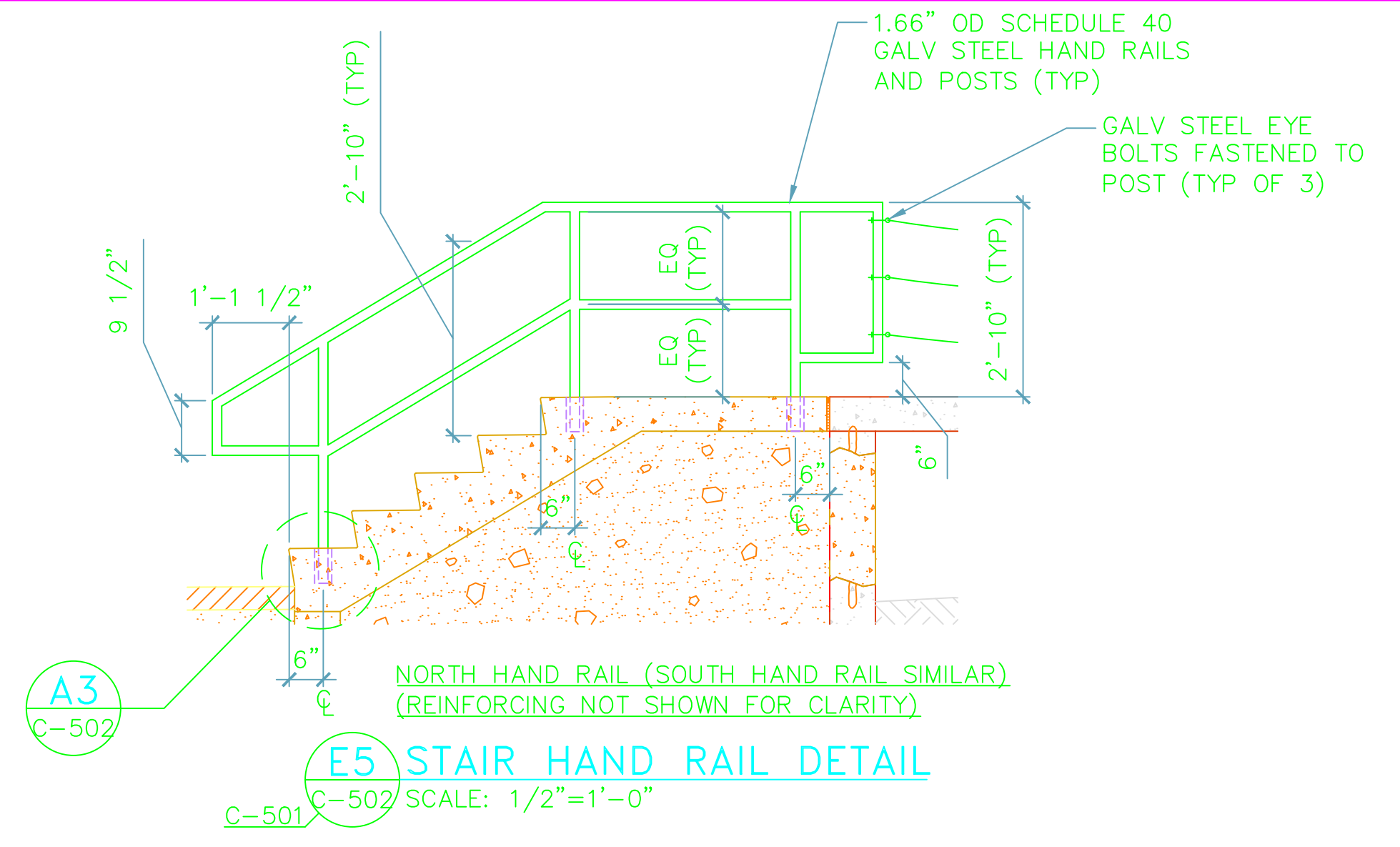


C2 REINFORCED CONC STAIR DETAIL
C-501, C-502, C-502 SCALE: 1"=1'-0"

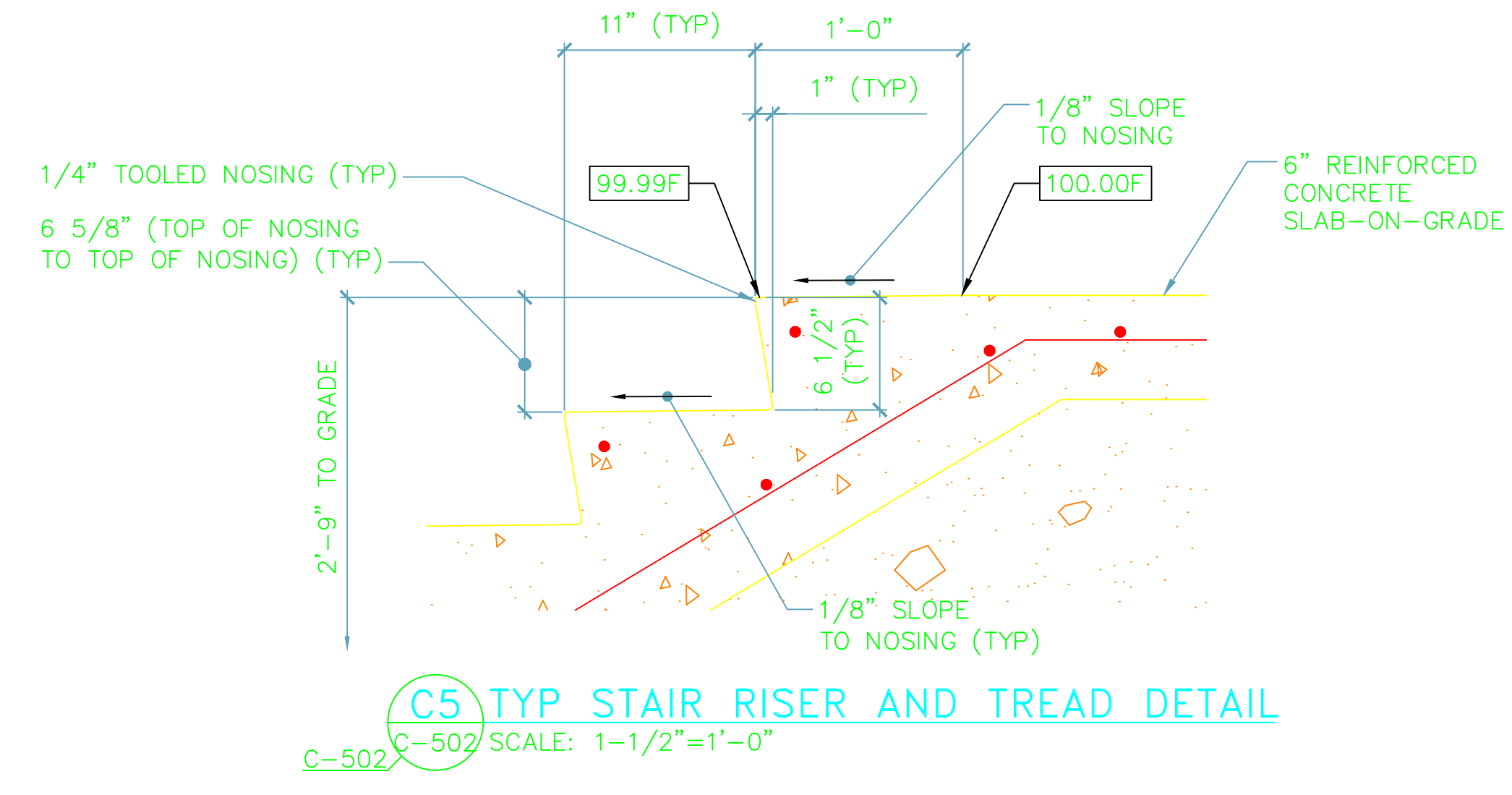
- NOTES:**
1. STAIR AND SLAB-ON-GRADE REINFORCING TO BE EPOXY COATED.
 2. TREAD FINISH = BROOMED (PERPENDICULAR TO TRAVEL). SLAB-ON-GRADE = BROOMED (PERPENDICULAR TO TRAVEL). RISER FINISH = SMOOTH RUBBED.
 3. RISERS SHALL BE EQUAL IN HEIGHT AND NOT EXCEED 7". TREADS SHALL BE EQUAL IN DEPTH AND NOT BE LESS THAN 11".
 4. VERIFY EXISTING BOTTOM OF FOOTING ELEVATION IN FIELD.
 5. DO NOT UNDERMINE EXISTING CONCRETE FOOTINGS.



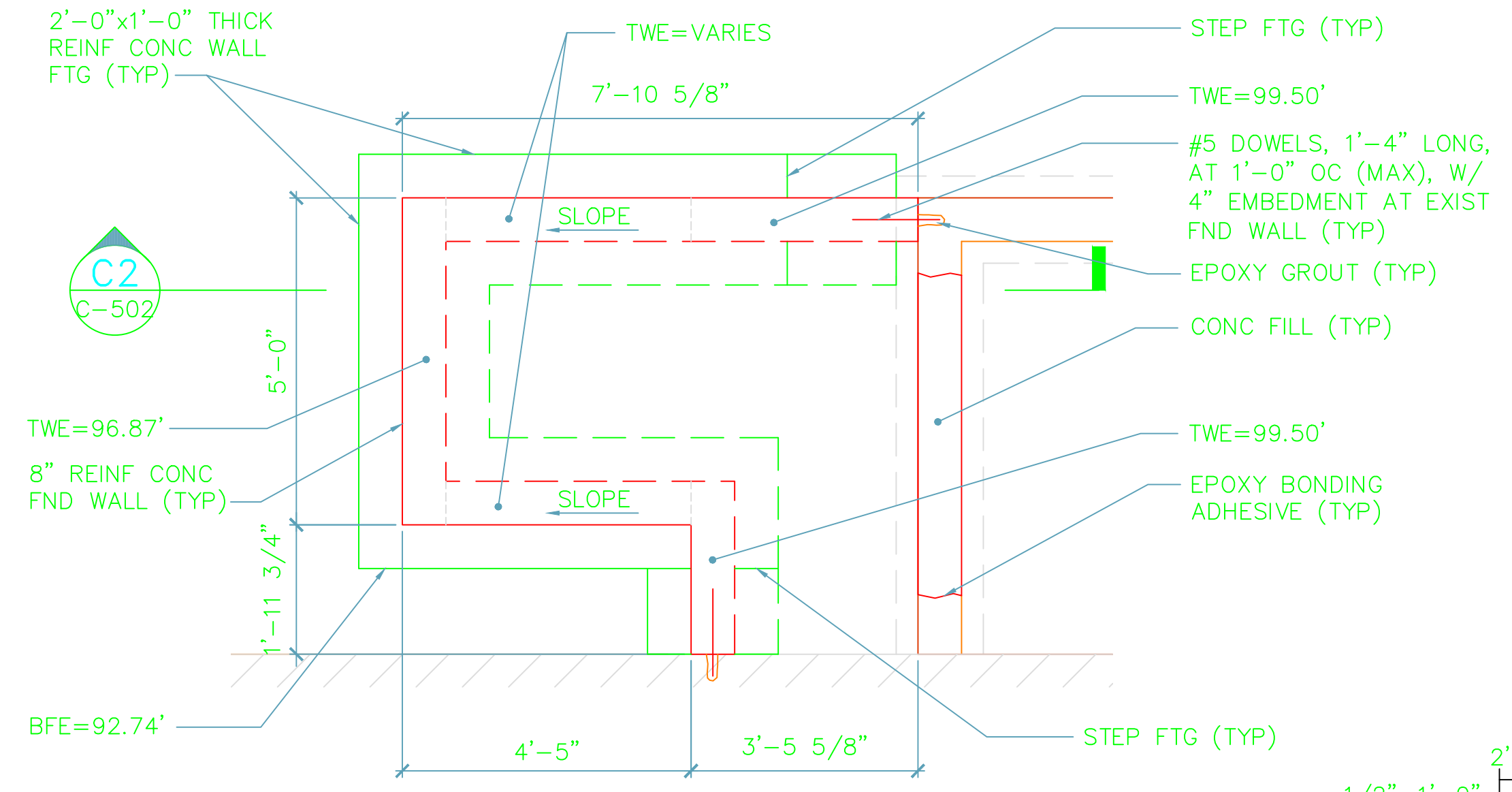
A3 TYP HANDRAIL POST ANCHOR DETAIL
C-501, C-502, C-502 SCALE: 1-1/2"=1'-0"



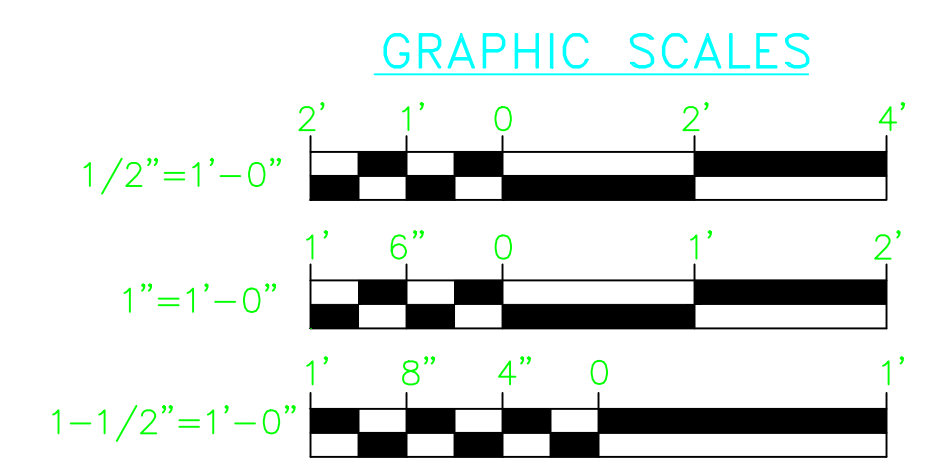
E5 STAIR HAND RAIL DETAIL
C-502 SCALE: 1/2"=1'-0"



C5 TYP STAIR RISER AND TREAD DETAIL
C-502 SCALE: 1-1/2"=1'-0"



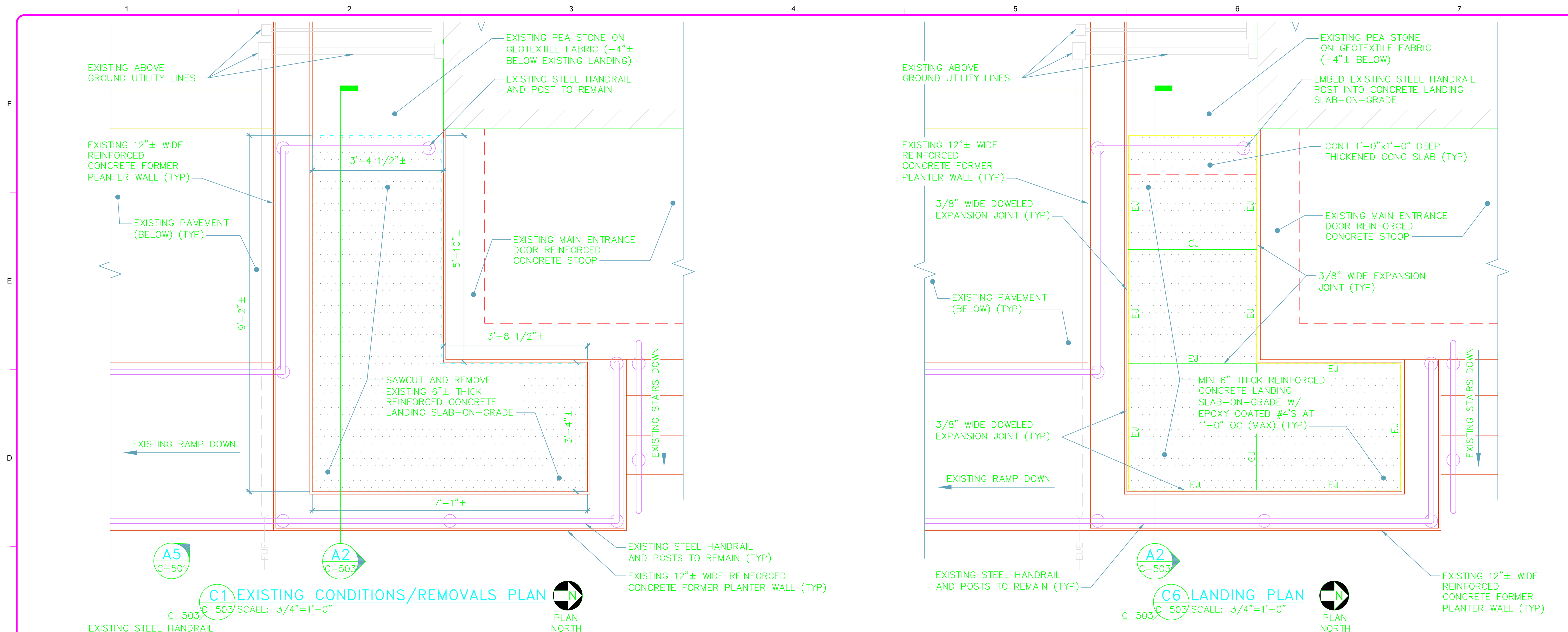
D5 STAIR FOUNDATION PLAN
C-501, C-502 SCALE: 1/2"=1'-0"



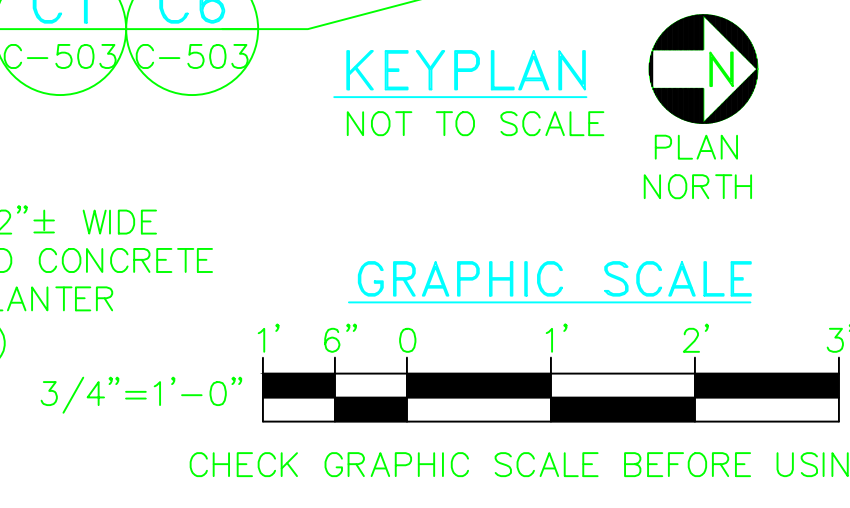
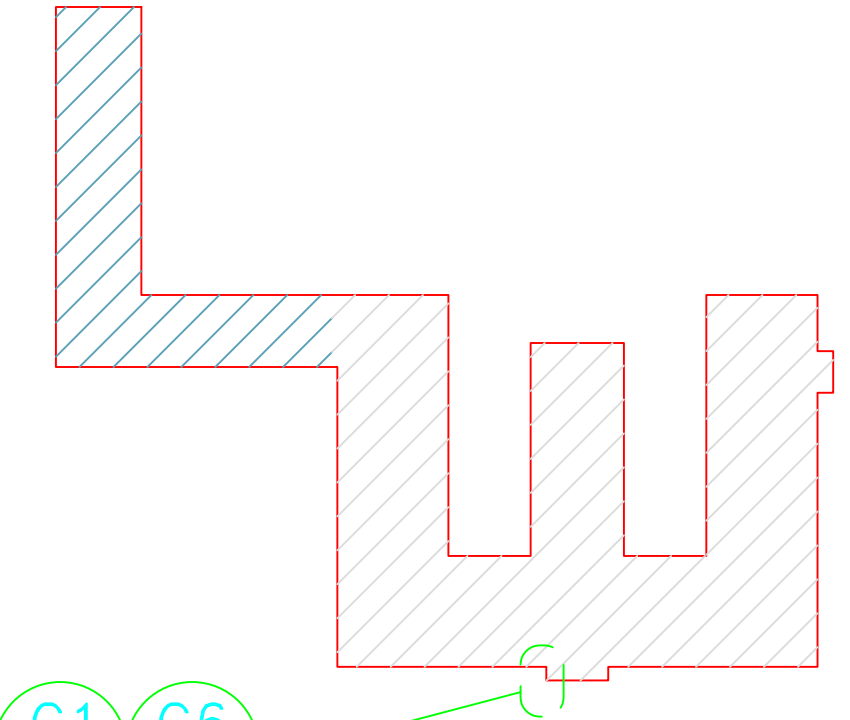
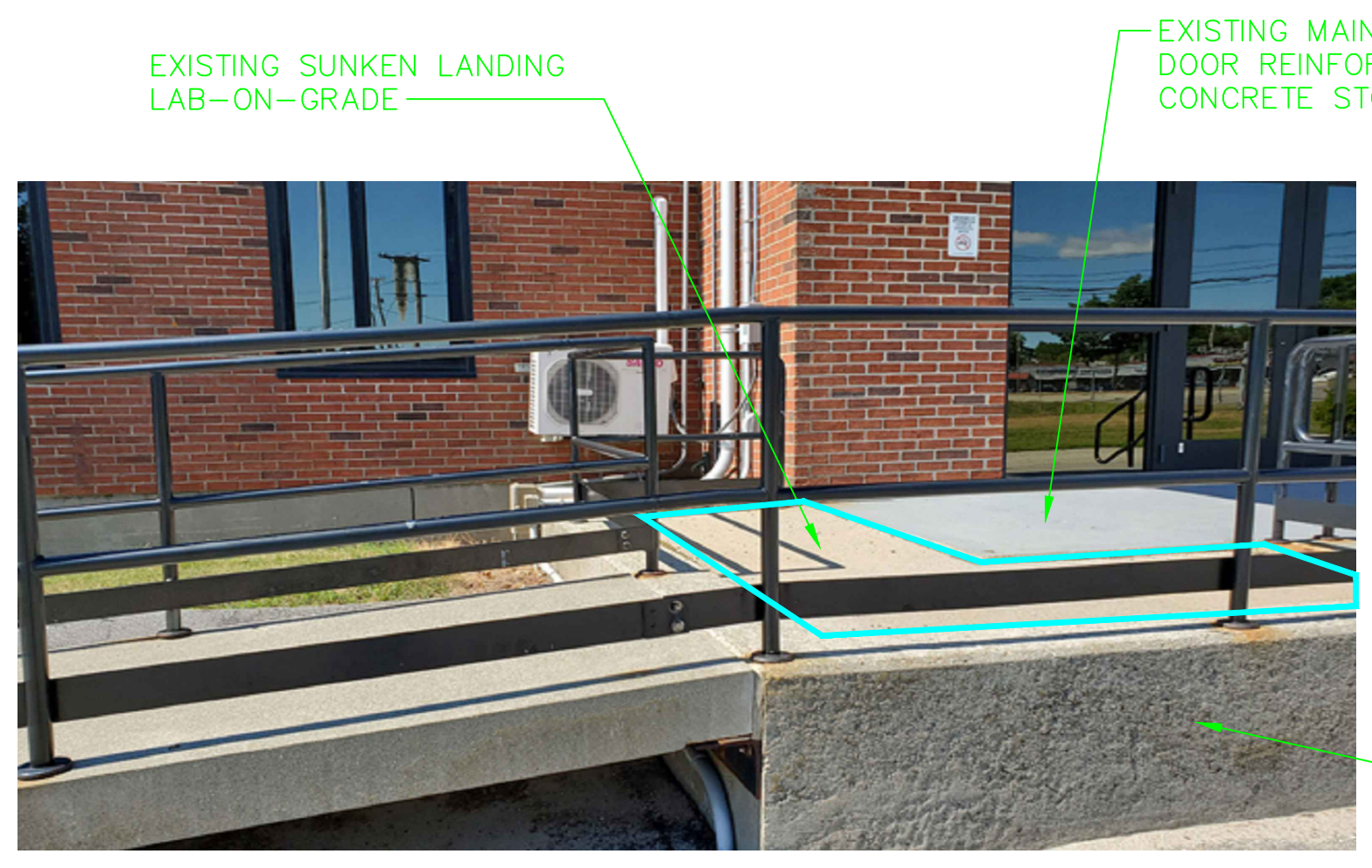
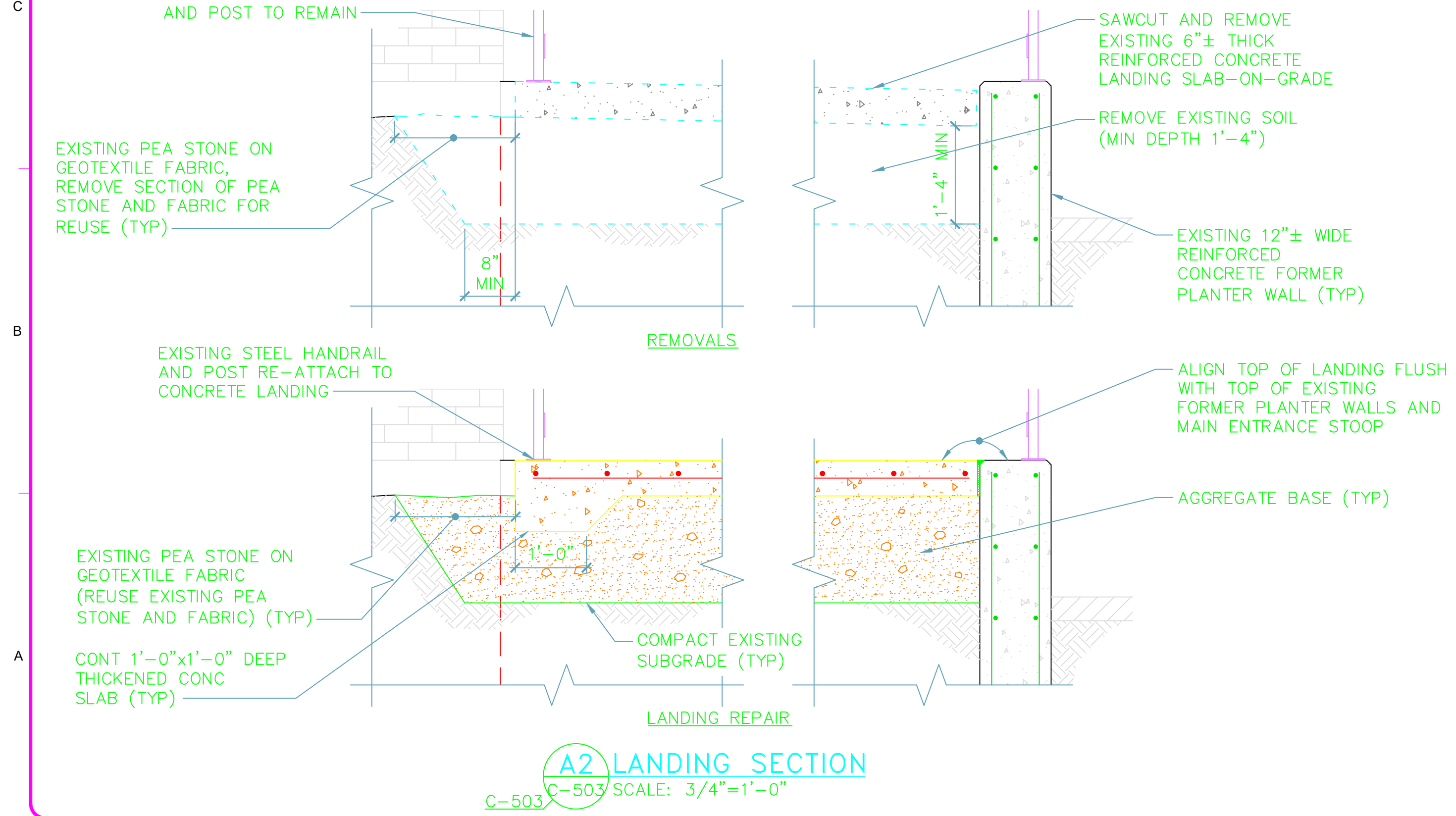
BY	
DATE	
DESCRIPTION	
MARK	08/11/23 RECORD DRAWING
NATIONAL GUARD BUREAU P-1 INTERIOR REPAIR MAINE AIR NATIONAL GUARD SOUTH PORTLAND, ME SITE DETAILS	
PROJ:	VVRK182001
DESN:	
DRWN:	
CHKD:	
C-502	

CHECK GRAPHIC SCALES BEFORE USING

Bar measures 1 inch, otherwise drawing is not to scale



- NOTES:**
- SLAB-ON-GRADE REINFORCING TO BE EPOXY COATED.
 - SLAB-ON-GRADE = BROOMED (PERPENDICULAR TO TRAVEL).
 - UTILITY LOCATION AND MARK OUT, SEE NOTE 4 ON SHEET C-501.



BY	
MARK	
DATE	08/11/23
DESCRIPTION	RECORD DRAWING
NATIONAL GUARD BUREAU	
P-1 INTERIOR REPAIRS MAINE AIR NATIONAL GUARD SOUTH PORTLAND, ME	
EXTERIOR RAMP LANDING REPAIR	
PROJ:	VVRK182001
DESN:	DEW
DRWN:	DEW
CHKD:	KSP
C-503	