

SECTION 00001

PROJECT TITLE PAGE

PROJECT MANUAL

FOR

TOWN OF SHAPLEIGH

22 BACK ROAD, SHAPLEIGH, MAINE

FOR A NEW

SHAPLEIGH COMMUNITY CENTER

LOCATED ON

BACK ROAD

SHAPLEIGH, MAINE

MARCH 21, 2024

PREPARED BY

J.C. CAVANAUGH ARCHITECTURE LLC

21 BRADEEN STREET

SPRINGVALE, MAINE 04083

SECTION 00010

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LIST OF DRAWINGS

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SECTION 00100

BID SOLICITATION

FROM:

1.01 The Owner (hereinafter referred to as Town of Shapleigh):

Town of Shapleigh
22 Back Road
P. O. Box 26
Shapleigh, Maine 04076
Contact: Michelle Rumney (207) 636-2843 x0

1.02 And the Architect (hereinafter referred to as J.C. Cavanaugh Architecture LLC):

J.C. Cavanaugh Architecture LLC
21 Bradeen St., Suite 307
P.O. Box 702
Springvale, Maine 04083

1.03 DATE: March 20, 2024

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer to Town of Shapleigh / J.C. Cavanaugh Architecture LLC for the construction of a new Community Center of 3,703 sq. ft. to be located on Back Road, next to the Shapleigh Town Hall in Shapleigh, Maine. The bid opening will be held at the Shapleigh Town Hall located at 22 Back Road; Shapleigh, Maine on Tuesday at 6:00 pm on April 16, 2024 in the Selectman's Office.
- B. Bid Documents for a Stipulated Sum Contract may be obtained from the office of the Architect upon receipt of \$35.00 or a link to Electronic versions are available.
- C. Bidders will be required to provide Bid Security in the form of a Bid bond of a sum no less than 5 percent of the Bid Amount.
- D. Refer to other bidding requirements described in Document 00200 – Instructions to Bidders.
- E. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- F. This Project is tax exempt.
- G. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- H. The Owner reserves the right to accept or reject any or all offers.

END OF BID SOLICITATION

SECTION 00200

INSTRUCTIONS TO BIDDERS

SUMMARY

INVITATION

1.01 BID SUBMISSION

- A. Your firm is invited to submit an offer to Town of Shapleigh / J.C. Cavanaugh Architecture LLC for construction of a new Community Center of 3,703 sq. ft. with parking for 21 vehicles located next to the Shapleigh Town Hall at 22 Back Road in Shapleigh, Maine. The bid opening will be held at Shapleigh Town Hall at 22 Back Road, Shapleigh, Maine on Tuesday at 6:00 PM on April 16, 2024 in the Selectman's Office.
- B. Offers submitted after 4:00 PM on April 16, 2024 will be returned to the bidder unopened.
- C. Offers will be opened publicly during the Selectman's Meeting on April 16, 2024.

1.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete site work and a new building for a Community Center with parking to be located on Back Road in Shapleigh, Maine for a Stipulated Sum contract, in accordance with the Contract Documents.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises site, general construction, structural, mechanical, and electrical Work.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by the Town of Shapleigh.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Town of Shapleigh and J.C. Cavanaugh Architecture LLC.

1.08 TAXES

- A. This Project is tax exempt.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form, Bonds and Appendices identified.
- B. Contract Documents: Defined in AIA A201 Article 1 including issued Addenda.

2.02 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

2.03 AVAILABILITY

- A. Bid Documents may be obtained at the office of J.C. Cavanaugh Architecture LLC, 21 Bradeen Street; Suite 307, Springvale, Maine 04083. One paper copy set of Bid Documents upon receipt of deposit of \$35.00 or an electronic copy upon request.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their

use does not grant a license for other purposes.

2.04 EXAMINATION

- A. Bid Documents may be viewed at J.C. Cavanaugh Architecture LLC.
- B. Upon receipt of Bid Documents verify that documents are complete. Notify J.C. Cavanaugh Architecture LLC should the documents be incomplete.
- C. Immediately notify J.C. Cavanaugh Architecture LLC upon finding discrepancies or omissions in the Bid Documents.

2.05 INQUIRIES/ADDENDA

- A. Direct questions to JoAnn Cropley Cavanaugh, telephone (207) 324-2666; email: jcropley@metrocast.net.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

2.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 5 days before receipt of bids.
- B. When a request to substitute a product is made, J.C. Cavanaugh Architecture LLC may approve the substitution and will issue an Addendum to known bidders.
- C. Provide products as specified unless substitutions are submitted in this manner and accepted.

SITE ASSESSMENT

3.01 SITE VISIT

- A. Contractors may visit the site at any time to assess existing site conditions.
- B. The Site has been cleared of trees and erosion control measures are in place based Site Plan 'A'.
- C. Additional tree clearing and erosion control measures will need to occur based on Site Plan 'B'.

QUALIFICATIONS

4.01 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Town of Shapleigh reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Town of Shapleigh name on the outside.

- C. Other documents to be submitted: See 1.10 on the Bid Form.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

5.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Town of Shapleigh, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of the Town of Shapleigh, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA 310 Bid Bond Form.
- B. Endorse the Bid Bond in the names of the Town of Shapleigh as obligee, signed and sealed by the principal and surety.
- C. The security deposit will be returned after delivery to the Town of Shapleigh of the required Performance and Payment Bonds by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00800-Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount and identify the cost on the Bid Form.

7.03 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents. (Refer to Section 00800, Supplementary Conditions, Paragraph 4.05, Article 11.1 Contractor's Liability Insurance.)

7.04 FEES FOR CHANGES IN THE WORK

- A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- B. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

7.05 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the

corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. The town of Shapleigh reserves the right to accept or reject any or all offers.
- B. After acceptance by The Town of Shapleigh, J.C. Cavanaugh Architecture LLC on behalf of the Town of Shapleigh will issue to the successful bidder, a written Notice To Proceed.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00300

DAVIS BACON WAGE RATES

ME150037

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.

2024 Fair Minimum Wage Rates -- Building 2 York County (other than 1 & 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$34.00	\$4.65	\$38.65
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$28.23	\$19.37	\$47.60
Cement Masons And Concrete Finisher	\$23.50	\$2.28	\$25.78
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$33.31	\$5.47	\$38.78
Construction Laborer	\$24.33	\$2.66	\$26.99
Crane And Tower Operators	\$36.97	\$10.43	\$47.40
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$28.23	\$19.37	\$47.60
Earth Drillers - Except Oil And Gas	\$21.61	\$5.53	\$27.14
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$34.00	\$22.12	\$56.12
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$28.00	\$7.18	\$35.18
Excavator Operator	\$39.38	\$8.55	\$47.93
Fence Erectors	\$26.75	\$4.05	\$30.80
Flaggers	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.25	\$6.59	\$33.84
Glaziers	\$33.78	\$16.35	\$50.13
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$26.50	\$3.06	\$29.56
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$34.00	\$5.42	\$39.42
Heavy And Tractor - Trailer Truck Drivers	\$23.50	\$3.40	\$26.90
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$26.00	\$4.64	\$30.64
Ironworker - Ornamental	\$30.83	\$24.97	\$55.80
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$38.50	\$25.05	\$63.55
Pump Operators - Except Wellhead Pumpers	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$30.83	\$24.97	\$55.80
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$25.00	\$3.53	\$28.53
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$23.92	\$4.16	\$28.08
Structural Iron And Steel Workers	\$24.16	\$17.25	\$41.41
Tapers	\$32.63	\$0.00	\$32.63
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.00	\$6.46	\$34.46
Telecommunications Line Installers And Repairers	\$38.81	\$21.32	\$60.13
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

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

SECTION 00410

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO: Town of Shapleigh

- A. Deliver as instructed in Section 00200, Instruction To Bidders; 2.01, A.

1.02 FOR:

- A. Construction of a Community Center for the Town of Shapleigh located next to the Shapleigh Town Hall located at 22 Back Road in Shapleigh, Maine. The work includes site work and the building.

1.03 DATE: _____ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name _____
Address _____
City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by J.C. Cavanaugh Architecture LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. Alternate No.1 – Site Plan A: _____ dollars
(\$ _____), in lawful money of the United States of America.

2. Alternate No.2- Site Plan B: _____ dollars
(\$ _____), in lawful money of the United States of America.

3. Alternate No.3 – Operable Partition Deduct \$ _____.

4. Alternate No. 4 – Paving Deduct \$ _____.

- B. All applicable Federal taxes and State of Maine taxes are excluded from the Bid Sum.

- C. We have included the required security deposit as required by the Instruction to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by the Town of Shapleigh within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Town of Shapleigh by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 CONTRACT TIME

- A. Complete the Work in _____ calendar weeks from Notice to Proceed.

- B. The Contractor shall pay to the Owner liquidated damages in the sum of \$250.00 for each calendar day of delay.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. Included in the Base Bid is a lump sum amount for excavation of 3,000 cu. yds. of rock.
- C. For rock excavation less than or more than 3,000 cu. yds of., add or deduct the difference multiplied by the Unit Price of \$_____ per cubic yard.

1.09 CHANGES TO THE WORK

- A. When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. _____ percent overhead and profit on the net cost of our own Work up to a maximum of 15%;
 2. _____ percent on the cost of work done by any Subcontractor up to a maximum of 10%.
- B. On work deleted from the Contract, our credit to the Town of Shapleigh shall be Architect-approved net cost plus _____ of the overhead and profit percentage noted above.

1.109 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.
 5. Addendum # _____ Dated _____.
 6. Addendum # _____ Dated _____.

1.11 SUBMITTALS

- A. Bidders shall include the following documents with the Bid Form:
1. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents. (Refer to Section 00800, Supplementary Conditions, Paragraph 4.05, Article 11.1 Contractor's Liability Insurance.)

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM

SECTION 00500

AGREEMENT

PART 1 GENERAL

FORM OF AGREEMENT

2.01 AIA Document A101, Owner-Contractor Agreement Form - Stipulated Sum 2007 Edition, forms the basis of Contract between the Owner and Contractor. This form is available for review at the office of the Architect.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF AGREEMENT

SECTION 00700

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.01 AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, is the General Conditions between the Owner and Contractor. This form is available for review at the office of the Architect.**

SUPPLEMENTARY CONDITIONS

Refer to Document 00800 for amendments to these General Conditions.

END OF DOCUMENT

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

1.02 These Supplementary Conditions amend and supplement the General Conditions defined in Document 00700 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1.03 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

MODIFICATIONS TO AIA A201

4.01 ARTICLE 3.7 - PERMITS, FEES AND NOTICES

- A. 3.7.1 Amend this Article as follows: "The Contractor shall secure and pay for the Building Permit and other permits and Governmental Fees, Licenses and Inspections necessary for proper execution and completion of the Work."

4.02 ARTICLE 3.6 - TAXES

- A. Add the following subparagraph:
 - 1. 3.6.2: The Owner will obtain an exemption certificate for the Contractor for taxes and duties on certain Products or items, for purchasing Products or items for the Work.

4.03 ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES

- A. Add the following subparagraph:
 - 1. 7.3.10: The Agreement identifies the overhead and profit fees applicable for Changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions) in the Work. The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs.

4.04 ARTICLE 8 - TIME

- A. Add the following subparagraph:
 - 1. 8.1.5: Contract Time is identified in Document 00200 - Instructions To Bidders.
 - 2. Add the following paragraph:
 - a. 8.3.5: Liquidated damages in the amount of \$ 250.00 per calendar day shall accrue to the Owner after Substantial Completion for late completion of the Work. Definition of Substantial Completion is the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the Work for its intended use.
 - b. A list of items to be completed or corrected shall also include items which cannot be completed because of weather conditions, lack of materials, or other reasons to be exempted from liquidated damages within a determined amount of time from the time that Substantial Completion is determined

4.05 ARTICLE 11.1 CONTRACTOR'S LIABILITY INSURANCE

- A. Add the following subparagraph:
1. 11.1.4: Liability Insurance Coverage:
 - a. General Liability - Commercial:

1) General Aggregate	\$1,000,000.00
2) Products	\$2,000,000.00
3) Personal & Adv. Injury	\$1,000,000.00
4) Each Occurrence	\$1,000,000.00
5) Fire Damage	\$ 50,000.00
6) Med. Exp. Any One Person	\$ 5,000.00
 - b. Automobile Liability - Any Auto Combined Single Limit \$1,000,000.00.
 - c. Excess Liability - Umbrella Form:

1) Each Occurrence	\$1,000,000.00
2) Aggregate	\$1,000,000.00
 - d. Workers Compensation:

1) EL Each Accident	\$ 500,000.00
2) EL Disease - Policy Limit	\$ 400,000.00
3) EL Disease - EA Employee	\$ 500,000.00

4.06 ARTICLE 9.3 - APPLICATION FOR PAYMENT

- A. Article 9.3.1 The Owner shall withhold 5% of the amount due to the contractor. However, upon substantial completion of the work, the Owner may reduce the retainage. The contractor may substitute securities in lieu of retainage.

ADDITIONAL ARTICLE - DEFINITIONS

5.01 Property Insurance - As referenced in Article 11.4.1 "The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a Builder's Risk 'All-risk' or equivalent policy form in the amount of the initial Contract Sum, plus value of Subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the Site on a replacement cost basis without optional deductibles."

5.02 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

5.03 Furnish or Supply: To supply and deliver, unload, inspect for damage.

5.04 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.

5.05 Provide: To furnish or supply, plus install.

5.06 Project Manual: The Project Manual is the volume usually assembled for the Work which includes the Bid Documents, Contract Documents and Specifications.

END OF DOCUMENT

SECTION 01100

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Shapleigh Community Center.
- B. Owner's Name: Town of Shapleigh.
- C. Architect's Name: J.C. Cavanaugh Architecture LLC.
- D. The Project consists of the construction of a new 3,703 S.F. one story building for use as a community center and associated parking.
- E. Location: Back Road (next to Shapleigh Town Hall, 22 Back Road), Shapleigh, Maine

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00500 - Agreement.
- B. The work of each separate prime contract is identified in this section and on the Drawings.

1.07 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by the Town of Shapleigh:
- C. Time Restrictions:
 - 1. Limit conduct of especially noisy, malodorous, and dusty exterior work to the hours of 7:00 AM to 6:00 PM.

1.09 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- B. Section 01200 - Price and Payment Procedures.
- C. Section 01300 - Administrative Requirements.
- D. Section 01400 - Quality Requirements.
- E. Section 01500 - Temporary Facilities and Controls.
- F. Section 01600 - Product Requirements.
- G. Section 01700 - Execution Requirements.
- H. Section 01780 - Closeout Submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to J.C. Cavanaugh Architecture LLC for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to J.C. Cavanaugh Architecture LLC for approval.
- C. Forms filled out by hand will not be accepted.
- D. Present required information on electronic media printout.
- E. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- F. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.

- G. Execute certification by signature of authorized officer.
- H. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- I. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- J. Submit three copies of each Application for Payment.
- K. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01300.
 - 2. Construction progress schedule, revised and current as specified in Section 01300.
 - 3. Partial release of liens from major Subcontractors and vendors.
 - 4. Lien waivers.
 - 5. Affidavits attesting to off-site stored products.
- L. When J.C. Cavanaugh Architecture LLC requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, J.C. Cavanaugh Architecture LLC will issue instructions directly to Contractor.
- C. J.C. Cavanaugh Architecture LLC will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- D. For other required changes, J.C. Cavanaugh Architecture LLC will issue a document signed by instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- E. For changes for which advance pricing is desired, J.C. Cavanaugh Architecture LLC will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- F. The Contractor may propose a change by submitting a request for change to J.C. Cavanaugh Architecture LLC, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- G. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by J.C. Cavanaugh Architecture LLC for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by J.C. Cavanaugh Architecture LLC.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.

4. For change ordered by J.C. Cavanaugh Architecture LLC without a quotation from the Contractor, the amount will be determined by J.C. Cavanaugh Architecture LLC based on the Contractor's substantiation of costs as specified for Time and Material work.
- H. Substantiation of Costs: Provide full information required for evaluation.
 1. On request, provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- I. Execution of Change Orders: J.C. Cavanaugh Architecture LLC will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- J. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- K. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- L. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01700.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01230

ALTERNATIVES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for pricing alternates.
- B. Documentation of changes to Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00200 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.
- B. Document 00500 - Agreement: Incorporating monetary value of accepted alternatives.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Town of Shapleigh's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Site Plan A.
- B. Alternate No. 2: Site Plan B.
- C. Alternate No. 3: Operable Partition – Deduct.
- D. Alternate No. 4: Paving - Deduct

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01270

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Project Superintendent and Owner's Representative.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

1.05 PAYMENT

- A. Payment for rock excavation shall be made as follows:
 - 1. The Contractor shall include in his bid a lump sum amount for the excavation of 3,000 cu. yds. of rock;
 - 2. If the actual amount of rock excavation is more or less than 3,000 cu. yds. the Contract Sum shall be adjusted up or down by the difference multiplied by the unit price stated on the Bid Form.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products placed beyond the lines and levels of the required Work.
 - 4. Products remaining on hand after completion of the Work.
 - 5. Loading, hauling, and disposing of rejected Products.

1.06 SCHEDULE OF UNIT PRICES

- A. Item: Rock Removal.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Submittal procedures.

1.02 PROJECT COORDINATION

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to J.C. Cavanaugh Architecture LLC through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. J.C. Cavanaugh Architecture LLC will schedule a meeting at the Project site after Notice of

Award.

- B. Attendance Required:
 - 1. Town of Shapleigh representative.
 - 2. J.C. Cavanaugh Architecture LLC
 - 3. General Contractor
- C. Agenda:
 - 1. Execution of -Contractor Agreement.
 - 2. Submission of insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, Town of Shapleigh, Contractor, and J.C. Cavanaugh Architecture LLC.
 - 6. Designation of personnel representing the parties to Contract and J.C. Cavanaugh Architecture LLC.
 - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 8. Schedules.
 - 9. Application for payment procedures.
 - 10. Procedures for testing.
 - 11. Procedures for maintaining record documents.
 - 12. Scheduling activities of a Geotechnical Engineer.
- D. J.C. Cavanaugh Architecture LLC shall record minutes and distribute copies within 5 days after meeting to participants, to the Town of Shapleigh and the General Contractor.

3.02 PROGRESS MEETINGS

- A. The Architect will schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. The Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. J.C. Cavanaugh Architecture LLC will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- D. Attendance Required: Job superintendent, major Subcontractors and suppliers, J.C. Cavanaugh Architecture LLC as appropriate to agenda topics for each meeting.
- E. Proposed Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Maintenance of quality and work standards.
 - 11. Effect of proposed changes on progress schedule and coordination.
 - 12. Other business relating to Work.
- F. The Architect shall record minutes and distribute copies within two days after meeting to J.C. Cavanaugh Architecture, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.
 - 3. Point of View Sketch: Include printed copy of point of view sketch with each submittal; include point of view identification on each slide.
- K. Photographer Quality Prints: Black and white; three prints of each view.
 - 1. Glossy; smooth texture; white tint; single weight; contrast grade 4, extra hard.
 - 2. Size: 8 x 10 inch; mounted for binder and tabs.
 - 3. Identify each print on back. Identify name of Project, contract number, phase, orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
 - 4. Assemble prints into transparent holder sheets for 3-ring binder.
 - 5. Binders: Provide one 2-inch binder with initial submittal.
 - 6. Point of View Sketch: Include printed copy of point of view sketch with each submittal; include point of view identification on each print.
 - 7. Negatives: Include negatives with print submittal, arranged in chronological sequence, with typed table of contents.
 - 8. Negatives: Negatives will remain property of photographer; require that photographer maintain negatives for ten years from Date of Substantial Completion.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
- B. Submit to J.C. Cavanaugh Architecture LLC for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

3.09 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for J.C. Cavanaugh Architecture LLC's knowledge as contract administrator or for review. No action will be taken.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:

1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Other types as indicated.

B. Submit for 's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit one copy; the Contractor shall make his own copies from original returned by the J.C. Cavanaugh Architecture LLC after making his own file copy.
 2. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit three of copies, plus two copies that will be retained by J.C. Cavanaugh Architecture LLC.
 3. Larger Sheets, Not Larger Than 24 x 36 inches: Submit one reproducible transparency and one opaque reproduction.
 4. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by J.C. Cavanaugh Architecture LLC.
- C. Documents for Information: Submit two copies.
- D. Extra Copies at Project Closeout: See Section 01780.
- E. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- F. Samples: Submit the number specified in individual specification sections; one of which will be retained by J.C. Cavanaugh Architecture LLC.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Deliver submittals to J.C. Cavanaugh Architecture LLC at business address.
- F. Deliver submittals to Construction Manager at business address.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 15 days excluding delivery time to and from the Architect's Office.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. When revised for resubmission, identify all changes made since previous submission.

- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Section 01300 - Administrative Requirements: Submittal procedures.
- B. Section 01600 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Design Data: Submit for J.C. Cavanaugh Architecture LLC's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Town of Shapleigh information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to J.C. Cavanaugh Architecture LLC
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by J.C. Cavanaugh Architecture LLC, provide interpretation of results.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to J.C. Cavanaugh Architecture LLC, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to J.C. Cavanaugh Architecture LLC.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Town of Shapleigh information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for the Town of Shapleigh.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Work performed shall conform to Town of Shapleigh Code Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from J.C. Cavanaugh Architecture LLC before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with J.C. Cavanaugh Architecture LLC and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify J.C. Cavanaugh Architecture LLC and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by J.C. Cavanaugh Architecture LLC.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify J.C. Cavanaugh Architecture LLC and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Town of Shapleigh and pay for additional samples, tests, and inspections

required by Contractor beyond specified requirements.

- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by J.C. Cavanaugh Architecture LLC.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- G. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by J.C. Cavanaugh Architecture LLC. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of J.C. Cavanaugh Architecture LLC, it is not practical to remove and replace the Work, J.C. Cavanaugh Architecture LLC will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. General Contractor shall follow OSHA Safety Guidelines.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from - occupied areas, to prevent penetration of dust and moisture into - occupied areas, and to prevent damage to existing materials and equipment.

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and York County Community Action Program.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Owner will provide temporary parking areas to accommodate construction personnel.

1.09 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

- B. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore new permanent facilities used during construction to specified condition.

1.11 SECURITY

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism or theft..

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01400 - Quality Requirements: Product quality monitoring.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. J.C. Cavanaugh Architecture LLC will consider requests for substitutions only within 15 days after date of Agreement.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality

- level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to the Town of Shapleigh.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse the Town of Shapleigh and J.C. Cavanaugh Architecture LLC for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
- 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. J.C. Cavanaugh Architecture LLC will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store with seals and labels intact and legible.
- C. For exterior storage of fabricated products, place on sloped supports above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-installation meetings.
- B. Surveying for laying out the work.
- C. Cleaning and protection.
- D. Starting of systems and equipment.
- E. Demonstration and instruction of Owner personnel.
- F. Closeout procedures, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures.
- B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located.

1.04 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Owner will locate and protect survey control and reference points.
- D. Control datum for survey is that established by Owner provided survey.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.

- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.06 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.07 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593.

3.09 FINAL CLEANING

- A. Execute final cleaning after Substantial Completion but before making final application for payment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties.

1.02 RELATED REQUIREMENTS

- A. Section 01300 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01700 - Execution Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit completed documents within ten days after acceptance.
- C. Warranties:
 - 1. For equipment or component parts of equipment put into service during construction with the Owner's permission, submit documents within 10 days after acceptance.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by the Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Product substitutions or alternates utilized.
 - 2. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Provide control diagrams by controls manufacturer as installed.
- I. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

- J. Include test and balancing reports.
- K. Additional Requirements: As specified in individual product specification sections.

3.05 WARRANTIES

- A. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Town of Shapleigh's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.

END OF SECTION