

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK:

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. These may come by answered RFI or Sketch (SKC).

1.4 PROPOSAL REQUESTS:

- A. Town-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

- 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
- 2. Submit a quotation estimating adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: Contractor may propose changes by submitting a request for a change to the Engineer.

- 1. Include submittals as noted in Section 1.4.A.2 above.

- C. Proposal Request Form: Use EJCDC Document C-941 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES:

- A. On Town's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Town and Contractor on EJCDC Document C-941.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



SECTION 012900

PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes:
  - 1. Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.3 DEFINITIONS:

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES:

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's construction schedule
    - b. Application for payment form with Continuation Sheets
    - c. Schedule of submittals
  - 2. Submit the Schedule of Values to the Engineer not later than 5 days before the date scheduled for submittal of the initial Application for Payment.
  - 3. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location
    - b. Name of the Engineer
    - c. Project number
    - d. Contractor's name and address
    - e. Date of submittal
  - 4. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
    - a. Generic name
    - b. Related specification section
    - c. Change Orders (numbers) that have affected value
    - d. Dollar value
    - e. Percentage of Contract Sum
  - 5. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.
  - 6. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.



7. For each part of the Work where an Application for Payment may include products purchased or fabricated and stored, but not yet installed, provide a separate line item on the Schedule of Values for the initial cost of the product, for each subsequent stage of completion, and for total installed value of that part of the Work.
- B. Updating: Update and resubmit the Schedule of Values when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid by the Town.
- B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- C. Payment Application Times: Each progress payment date shall be as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Payment Application Forms: Use EJCDC Document C-620 as the form for Application for Payment, or contractor's preferred Application approved by Engineer.
- E. Application Preparation: Complete every entry on the form, including execution by person authorized to sign legal documents on behalf of the Contractor and Town. Incomplete applications will be returned without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every subcontractor or entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
  1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. The Town reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
    - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit waivers of lien on forms and executed in a manner acceptable to Town.
- G. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
  1. Administrative actions and submittals that shall precede or coincide with submittal of this application include:
    - a. Warranties (guaranties) and maintenance agreements
    - b. Maintenance instructions



- c. Final cleaning
  - d. Application for reduction of retainage, and consent of surety
  - e. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion
- H. Final Payment Application: Administrative actions and submittals which shall precede or coincide with submittal of the final payment Application for Payment include the following:
- 1. Completion of contract closeout requirements
  - 2. Completion of items specified for completion after Substantial Completion
  - 3. Transmittal of required project construction records to Town
  - 4. Proof that taxes, fees and similar obligations have been paid
  - 5. Removal of temporary facilities and services
  - 6. Removal of surplus materials, rubbish and similar elements
  - 7. Evidence that claims have been settled.
  - 8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

3.1 PROCEDURE:

- A. Draft Copy: Prior to submitting required number of signed and notarized copies of the Schedule of Values and Application for Payment, submit a draft copy for review and comment by the Engineer. Engineer will return marked up submittal to the Contractor within 5 days. Contractor shall make corrections or changes as requested.
- B. Final Copy: Provide required number of copies, including supportive data and other requirements, to the Engineer within the time limit established by the requirements stated above. After review and acceptance of Application for Payment, Engineer will forward submission to Town for payment.

END OF SECTION 012900



SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

- 1. Administrative and supervisory personnel.
- 2. Project meetings.
- 3. Requests for Interpretation (RFIs).

- B. Related Sections include the following:

- 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS:

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
- B. Key Personnel Names: At pre-construction meeting, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, emails, and telephone numbers.

1.6 PROJECT MEETINGS:

- A. General: Schedule and conduct meetings and conferences at Main-Land or Town of Jay Offices, unless otherwise indicated.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Town and Engineer, but no later than 15 days after execution of the Agreement. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Town, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- C. Progress/Pay Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Minutes: Engineer will record the meeting minutes.
  - 2. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.



1.7 REQUESTS FOR INTERPRETATION (RFIs):

- A. Procedure: Immediately upon discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1. RFIs shall originate with Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Hard-Copy RFIs: Form at end of this Section.
  - 1. Identify each page of attachments with the RFI number and sequential page number.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  - 1. Attachments shall be electronic files in PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow three working days for Engineer's response for each RFI.
  - 1. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
- E. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within 3 days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Engineer and Construction Manager.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Engineer's and Construction Manager's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100





**MAIN-LAND**  
DEVELOPMENT  
CONSULTANTS, INC.

REQUEST FOR INFORMATION

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To: Main-Land Development Consultants, Inc  
P.O. Box Q  
Livermore Falls, ME 04254

Request For Information (RFI) No: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Initiated By: \_\_\_\_\_

Response requested by (Date): \_\_\_\_\_

Design Consultants Affected: \_\_\_\_\_

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Description of Clarification or Information Requested (Attach Data as Required):

Proposed Solution:

Signed: \_\_\_\_\_  
Initiator

Date: \_\_\_\_\_

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A/E Response:

Signed: \_\_\_\_\_  
MLDC

Date: \_\_\_\_\_

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SECTION 013300

SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

- 1. Submittal schedule.
- 2. Material and equipment suppliers warranty certifications.
- 3. Shop Drawings.
- 4. Quality assurance submittals.

- B. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- 1. Applications for Payment.
- 2. Construction Progress Schedules.
- 3. Performance and payment bonds.
- 4. Insurance certificates.
- 5. List of subcontractors.

1.3 DEFINITIONS:

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's approval.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
  - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The working files used to create the Contract Drawings are available in Autocad 2024, Microsoft Windows. These are NOT the contract drawings.
    - c. Contractor shall execute a data licensing agreement form "Release of CAD Files" included in Project Manual.

1.5 SUBMITTAL SCHEDULE:

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery





when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

- B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer.

1.6 SHOP DRAWINGS:

- A. Submit newly prepared information drawn accurately to scale. Do not reproduce Contract Documents as the basis of Shop Drawings.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings.

1.7 PRODUCT DATA:

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions..

1.8 COORDINATION DRAWINGS:

- A. Coordination Drawings: Prepare Coordination Drawings in accordance with General Conditions

1.9 INFORMATIONAL SUBMITTALS:

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit digitally when possible. If hard copy, submit four copies of each submittal.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- E. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- F. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- G. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- H. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.



- I. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- J. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.10 MATERIAL AND EQUIPMENT SUPPLIERS:

- A. Along with the Construction Schedule and Submittal Schedule, submit documents from material and equipment producers proposed for use on this project, acceptance of conditions and warranty requirements as set forth in the Specifications. Failure to provide documentation may result in delay or rejection of payment for the labor and materials associated with the missing material and equipment certifications.

1.11 QUALITY ASSURANCE SUBMITTALS:

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. **Certifications:** Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
- C. **Inspection and Test Reports:** Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Requirements."

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SUBMITTAL PROCEDURES:

- A. **General Submittal Procedure Requirements:** Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. Transmit submittals independently from other Project correspondence.
- C. **Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  - 1. Highlight, encircle, or "cloud" deviations, comments and/or questions which conflict with the Contract Documents to facilitate review.
  - 2. Collate multiple sheets or copies into sets.
- D. **Submittal Transmittal:** Transmit each submittal attached to a completed transmittal/submittal coversheet. The Engineer will review submittals only if accompanied by a transmittal/submittal coversheet.

3.2 CONTRACTOR'S REVIEW

- A. **Approval Stamp:** Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.



- B. Proceed with execution of the Work, documented by applicable submittals, using only shop drawings, product data and samples indicating Engineer's action.

3.3 ENGINEER'S ACTION:

- A. The Engineer will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility and approval of a submittal does not negate the responsibility.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
  - 1. Approved: When the Engineer marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2. Approved with Changes Noted: When the Engineer marks a submittal "Approved with Changes Noted," the Work covered by the submittal may proceed provided it complies with notations on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  - 3. Revise and Resubmit: When the Engineer marks a submittal "Revise and Resubmit," the Work covered by the submittal may proceed, except in those portions of the Work designated to be resubmitted. Revise or prepare a new submittal, responding to the notations. Resubmit without delay.
  - 4. Rejected: When the Engineer marks a submittal "Rejected," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

END OF SECTION 013300



**SECTION 014000**

**QUALITY REQUIREMENTS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General Standard Conditions and other Division 1 Sections, apply to this Section.

**1.2 SUMMARY:**

- A. Administrative and procedural requirements for quality assurance, special testing, and quality control.
- B. The requirements of this Section apply to customized fabrication and installation procedures, not to the production of standard products.
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

**1.3 DEFINITIONS:**

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

**1.4 DELEGATED DESIGN:**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

**1.5 SUBMITTALS:**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form.
- D. Digitally submit to Engineer when possible. If hard copy, provide three (3) copies of certified written report of each inspection, test or similar service.



1.6 REQUIREMENTS:

- A. Inspection and testing services are intended to verify compliance with the requirements of the Contract Documents.
- B. Quality control services do not relieve the Contractor of responsibility for compliance with requirements of the Contract Documents. Requirements for the Contractor to provide quality control services are not limited by the provisions of this Section.
- C. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as by the Contractor. They do not include Contract interpretations and decisions rendered by the Engineer.
- D. Specific quality control requirements for an individual unit of work are specified in the Section of the Specifications that includes that element of the Work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- E. Inspections, tests and related actions specified are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

1.7 RESPONSIBILITIES:

- A. The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Town's responsibility, or are provided by another identified entity.
- B. These control services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the Contract Sum.

1.8 RETESTING:

- A. The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
- B. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

1.9 ASSOCIATED SERVICES:

- A. The Contractor shall cooperate with agencies performing required inspections, tests and similar services and shall provide reasonable auxiliary services as requested.
- B. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel.

1.10 COORDINATION:

- A. The Contractor shall coordinate the sequence of activities to accommodate required inspection and test services with a minimum of delay.
- B. The Contractor shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- C. The Contractor shall be responsible for scheduling inspections, tests, taking of samples and similar activities.



- D. The Contractor shall bear costs of removing and replacing work to accommodate scheduled inspections and tests.

1.11 QUALITY ASSURANCE:

- A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- D. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- E. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.12 QUALITY CONTROL:

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction. Perform per Section 1.10 Coordination.
- B. Special Tests and Inspections: Town may engage a testing agency to conduct special tests and inspections as required to satisfy responsibility of Town to other agencies.
- C. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.

PART 2 - PRODUCTS (Not Used)



PART 3 – EXECUTION

1.1 REPAIR AND PROTECTION:

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate resulting imperfections, including flaws in visual qualities of finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000



SECTION 016200

INSTALLATION STANDARDS

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PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including terms and conditions, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes:
  - 1. General provisions, standards, and tolerances which apply to the Work of this Contract in the absence of stricter specified standards and tolerances.

1.3 LEVELING:

- A. Place work in correct position and, unless specifically called for otherwise, build and install parts of the work level, plumb, and square.
- B. No part shall be out of plumb, level, square, or correct position so much as to impair its function or the function of any part of the Project.
- C. No part shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the part or its effect on the Project as judged by the Engineer.

1.4 JOINTS:

- A. Make joints tight and neat. If such is impossible, apply grout or other closure only as and if directed by Engineer.
- B. Allow for expansion and contraction.

1.5 PROTECTIVE FINISHES:

- A. Before installation, apply protective finish to items which are to be concealed.
- B. Concealed parts which are already corrosion protected need not be painted unless specified otherwise.

1.6 CRACKS:

- A. As part of the requirements for correction of work, repair cracks and other faults which occur as a result of settlement and shrinkage.
- B. Seal cracks and openings to make soil tight.

1.7 INSTALLATION OF MATERIALS:

- A. Inspect each product upon delivery and again immediately before installation. Do not install damaged or defective products, materials, or equipment.
- B. For each unit of work, examine substrate conditions before beginning installation. Correct unsatisfactory conditions before work proceeds.





- C. Provide all required accessories for the proper installation, use, and service of each part of work.
- D. Adjust and operate all items of equipment leaving them fully ready for use.

1.8 REPAIR AND RESTORATION:

- A. Replace work which, because of construction activity, becomes unfit for use or unsightly.
- B. Promptly replace material and equipment damaged in construction activity.
- C. Restore finishes which are damaged, soiled, or otherwise made unsightly during construction.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 016200



SECTION 017300

EXECUTION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Progress cleaning.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a professional engineer or surveyor to lay out the Work using accepted surveying practices. The Engineer provides these services, at the contractor's option and expense.



- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- E. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
- B. Restore permanent facilities used during construction to their specified condition.

END OF SECTION 017300



SECTION 017329

CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS:

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS:

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 3 days before the time cutting and patching will be performed, requesting approval to proceed.

1.5 QUALITY ASSURANCE:

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

PART 2 – PRODUCTS

1.1 MATERIALS:

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

PART 3 – EXECUTION

3.1 PREPARATION:

- A. Protection: Protect existing construction during cutting and patching to prevent damage.
- B. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- C. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.



3.2 PERFORMANCE:

- A. Cutting: Cut existing construction by sawing using methods least likely to damage elements retained or adjoining construction.
- B. Patching: Patch construction by filling, repairing, refinishing, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

END OF SECTION 017329



SECTION 017700

CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

- 1. Inspection procedures.
- 2. Warranties.
- 3. Final cleaning.

- B. Related Sections include the following:

- 1. Division 01 Section "Project Management and Coordination" for progress cleaning of Project site.
- 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 3. Prepare and submit Project Record Documents.
- 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Town. Label with manufacturer's name and model number where applicable.
- 5. Terminate and remove temporary facilities from Project site.
- 6. Complete final cleaning requirements.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.4 FINAL COMPLETION:

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

- 1. Submit a final Application for Payment according to Division 1 Section "Applications for Payment."
- 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.



3. Consent of surety to final payment.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.5 WARRANTIES:

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Contractor shall insure and warranty work as noted in Standard General Conditions, specification 004000f.

PART 2 – PRODUCTS

1.1 MATERIALS:

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to property or environment.

PART 3 – EXECUTION

1.1 FINAL CLEANING:

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers and clean each applicable surface.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Town's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700



SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General Standard Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

- 1. Record Drawings.

1.3 CLOSEOUT SUBMITTALS:

- A. Record Drawings: Comply with the following:

- 1. Number of Copies: Submit copies of record Drawings as follows:
  - a) Submit one paper-copy set(s) of marked-up record prints, or
  - b) Submit PDF electronic files of scanned record prints.
  - c) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS:

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later, such as underground utilities.
    - b. Accurately record information in an understandable drawing technique.
  - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 3. Mark record sets with erasable, red-colored pencil.
  - 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "**PROJECT RECORD DRAWING**" in a prominent location.





PART 3 – EXECUTION

1.1 RECORDING AND MAINTENANCE:

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.

END OF SECTION 017839

