

SECTION 00 01 01

PROJECT MANUAL
FOR
EASTPORT HALL
HVAC RENOVATIONS
PHASE II

UNIVERSITY OF MAINE AUGUSTA
BANGOR CAMPUS

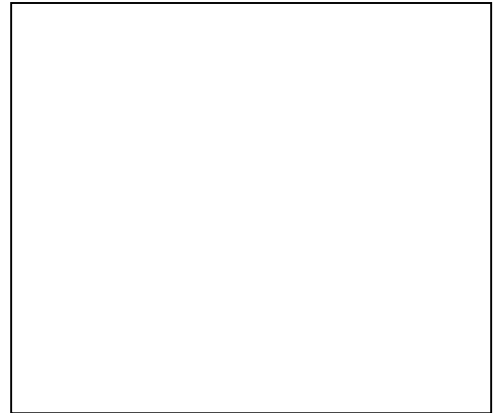
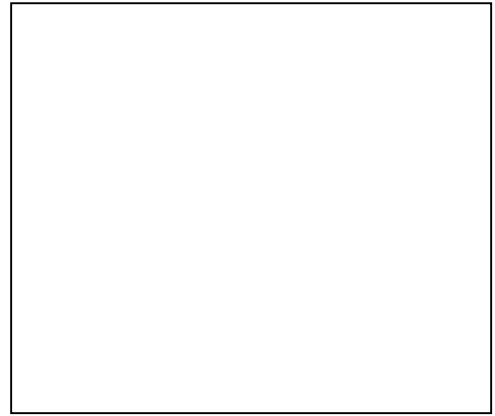
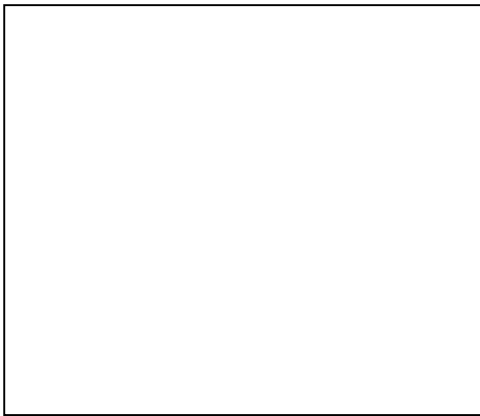
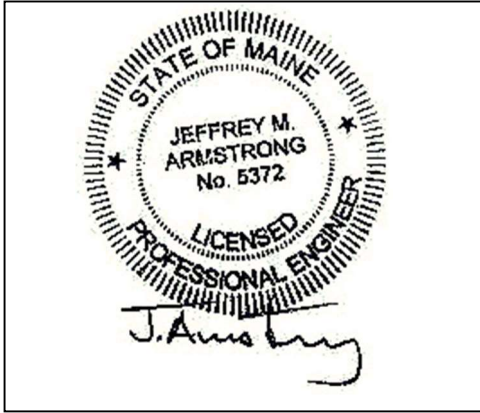
April 3, 2025

Prepared by:

University of Maine System
&
Armstrong Engineering

END OF SECTION 00 01 01

SECTION 00 01 07
SEALS PAGE



SECTION 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP			<u># of Pages</u>
DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS			
Introductory Information			
00 01 01	Project Title Page		1
00 01 07	Seals Page		1
00 01 10	Table of Contents		2
00 01 15	List of Drawing Sheets		1
Procurement Requirements			
00 11 13	Advertisement for Bids		1
00 21 13	Instructions to Bidders		2
00 41 13	Bid Form		1
00 43 13	Bid Security Form		2
Contracting Requirements			
00 51 00	Notice of Award		1
00 52 13	Construction Contract Agreement Form		2
00 61 13.13	Performance Bond Form		1
00 61 13.16	Payment Bond Form		1
00 62 16	G715 Supplemental Attachment for ACORD Certificate of Insurance		2
00 62 16.10	Certificate of Liability Insurance (ACORD)		2
00 62 16.11	Commercial General Liability Coverage Form (ISO CG 00 01 12 04)		15
00 62 16.12	Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (ISO CG 20 10 07 04)		1
00 62 16.13	Additional Insured – Owners, Lessees or Contractors – Completed Operations (ISO CG 20 37 07 04)		1
00 62 16.14	Designated Location(s) General Aggregate Limit (ISO CG 25 04 03 97)		2
00 62 73	G703 Schedule of Values Form (Continuation Sheet)		1
00 62 76	G702 Application for Payment Form		1
00 62 76.13	Sales Tax Form		1
00 62 76.16	G707A Consent of Surety to Reduction in or Partial Release of Retainage Form		1
00 62 79	Stored Material Form		2
00 63 14	G716 Request for Information Form		1
00 63 33	G710 Architect’s Supplemental Instructions Form		1
00 63 46	G714 Construction Change Directive Form		1
00 63 57	G709 Proposal Request Form		1
00 63 63	G701 Change Order Form		1
00 65 16	G704 Certificate of Substantial Completion Form		1
00 65 19	Certificate of Completion Form		1
00 65 19.13	G706 Contractor’s Affidavit of Payment of Debts and Claims Form		1
00 65 19.16	G706A Contractor’s Affidavit of Release of Liens Form		1
00 65 19.17	Waiver of Lien		1
00 65 19.18	Subcontractor/Supplier Conditional Release and Waiver of Lien		2
00 65 19.19	G707 Consent of Surety to Final Payment Form		1
00 72 00	A201 General Conditions of the Contract for Construction		43
00 73 00.11	Schedule of Liquidated Damages		1
00 73 16	Insurance Requirements – A101 Exhibit A Insurance and Bonds		8
00 73 46	Wage Determination Schedule		1
SPECIFICATIONS GROUP			
GENERAL REQUIREMENTS SUBGROUP			
DIVISION 01 – GENERAL REQUIREMENTS			
01 11 00	Summary of Work		1
01 14 00	Work Restrictions		1
01 29 00	Payment Procedures		4
01 33 00	Submittal Procedures		2
01 50 00	Temporary Services		1

01 77 00	Closeout Procedures	2
FACILITY CONSTRUCTION SUBGROUP		
DIVISION 02 – EXISTING CONDITIONS		
02 05 00	Demolition	1
DIVISION 09 – FINISHES		
09 50 00	Acoustical Ceiling Tiles	1
FACILITY SERVICES SUBGROUP		
DIVISION 22- PLUMBING		
22 00 00	Plumbing Systems	9
DIVISION 23- HEATING, VENTILATION AND AIR CONDITIONING		
23 00 00	Heating & Ventilating Mechanical	17
DIVISION 26- ELECTRICAL		
26 00 00	Electrical Power & Lighting	7

END OF SECTION 00 01 10

SECTION 00 01 15
LIST OF DRAWING SHEETS

Drawing 0	Cover Sheet, dated 03/24/2025
Drawing 1	MD – 1, dated 03/24/2025
Drawing 2	M – 1, dated 03/24/2025
Drawing 3	M – 2, dated 03/24/2025
Drawing 4	M – 3, dated 03/24/2025
Drawing 5	M – 4, dated 03/24/2025
Drawing 6	P – 1, dated 03/24/2025
Drawing 7	E – 1, dated 03/24/2025

END OF SECTION 00 01 15

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Bids for: **EASTPORT HALL HVAC RENOVATIONS PHASE II**

Shall be submitted electronically to cppmquestions@maine.edu

With the following Email Subject Line: **EASTPORT HALL HVAC RENOVATIONS PHASE II**

Bids will be received until **2:00PM on Thursday, April 24, 2025**, at which time Bids will be opened and read aloud via Zoom.

Bid opening attendance is available via PC, Mac, Linux, iOS or Android:

Zoom <https://maine.zoom.us/j/81889957063?pwd=JKDjd3va1j4oe8syKWGGmMQrztSZXU.1&jst=2>

Password: 792829

Or via telephone US: [\(US\) +1 719-359-4580](tel:+17193594580)

Meeting ID: 81889957063

Bids received after the stated time will not be considered and will be returned unopened.

Electronic bid submission must be accompanied by a copy of a satisfactory Bid Bond for 5% of the Bid (checks will not be accepted) which shall be in conformity with the form of Bond contained in Section 00 43 13 of the Specifications. Upon determination of the apparent low bidder, the University will contact the low bidder and request an original hard copy of the bid bond be delivered within 72 hours. The University reserves the right to waive all formalities and reject any or all bids or to accept any bids. Scholarships, donations or gifts to the University will not be considered in the evaluation of responses.

Electronic Bid Submission Requirements:

A **SIGNED** virus-free electronic bid form must be submitted as follows:

- The bid and bid bond must be submitted electronically as a single PDF file to the email address shown above.
- Electronic submission must be received by the required **Date/Time** reflected above.

The successful Bidder will be required to furnish a 100% Performance Bond and a 100% Payment Bond to cover the execution of the Contract which shall be in conformity with the form of Bonds contained in Sections 00 61 13.13 and 00 61 13.16, respectively, of the Specifications and shall be for the Contract amount.

Bidders may attend a non-mandatory pre-bid meeting on Thursday, April 10, 2025 at 11am. Attendees are to meet in the Eastport Hall entrance. Copies of plans and specifications will not be available at the pre-bid meeting. Acquiring or reviewing plans and specifications prior to the meeting is advised.

Project Summary: UMA Bangor Campus Eastport Hall HVAC Renovations Phase II shall include, 1) Demolition of Hallway ductwork, 2) Demolition of existing unit ventilators under Add Alternate one and two, 3) provide and install VRF heat pump systems for North Wing Classrooms (Base Bid), and Common Area/Conference Room (Add Alternate #1), 4) Acoustical tile ceiling modifications to accommodate mechanicals. Work includes the furnishing of materials and all construction equipment required for the completion of the project with minimal disturbance to the operation of the facility employees and general public.

The electronic documents (.pdf) may be examined and downloaded at the following site:

<https://www.maine.edu/general-services/capital-planning-project-management/>

Any questions related to the plans and specifications must be submitted prior to **4:00PM on Tuesday, April 15, 2025**, via email to Logan Doucette, Project Manager, University of Maine System; cppmquestions@maine.edu

The University of Maine System is an EEO/AA institution and does not discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender, gender identity or expression, ethnicity, national origin, citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status in employment, education, and all other programs and activities. The

following person has been designated to handle inquiries regarding non-discrimination policies: Director of Equal Opportunity, 5713 Chadbourne Hall, Room 412, University of Maine, Orono, ME 04469-5754, 207.581.1226, TTY 711 (Maine Relay System). The University provides reasonable accommodation to qualified individuals with disabilities upon request. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to the same.

UNIVERSITY OF MAINE SYSTEM
by and through
UNIVERSITY OF MAINE AT AUGUSTA
Aili Robinson, Chief Business Officer, for
University of Maine System Board of Trustees

END OF SECTION 00 11 13

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall not relieve any bidder from any obligation in respect to the bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interests of the University of Maine System.
2. Subject to the University System's right, reserved herein, to accept or reject any or all bids, the General Contractor will be selected on the basis of the sum of the lowest base bid, plus such of the alternates as the University System desires to use.
3. The University System is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The Contractor shall quote less these taxes. Upon application, exemption certificates will be furnished when required.
4. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
5. No contract may be assigned, sublet or transferred without the written consent of the University of Maine System.
6. All individuals not residents of this State must comply with the provisions of 14 MRSA §704-A.
7. The successful bidder, or bidders, will be required to furnish 100% Contract Bonds to cover the execution of the contract, in accordance with the AIA Document A101 - 2017 Exhibit A and Article 11 of the AIA Document A201 – 2017 General Conditions of the Contract for Construction.
8. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility, at the discretion of the University System.
9. The base bid shall be based on the materials, methods, equipment and products, as specified.
10. Bidders shall submit the bid on the Bid Form provided in the Specifications, Section 00 41 13.
11. Any materials, methods, equipment and products not herein specified, but worthy of consideration by any General or Subcontractor, may be introduced by a separate letter attached to the regular bid. The Bidder shall state the cost comparison with the specified materials, methods, equipment and products, and the reason for the suggested substitution. It shall be understood by all bidders that the attached letter proposing substitutions shall not be used to determine the low bidder and that all bids are based on specified products.
12. Telegraphic or facsimile proposals will not be considered, but modification of proposals already submitted will be considered if received prior to the hour set for receipt of proposals. If the telegram or facsimile discloses the amount of the proposal, the proposal will be declared invalid. The bidder bears full responsibility to assure that the correction is delivered to the proper location and within the time required.
13. Where a bidder wishes a product to be considered an "approved equal" for bidding purposes, the product, along with all supporting documentation, shall be submitted to the architect for review a minimum of 10 calendar days prior to the bid opening date or the file bid due date, if file bids are required on the project. Products which are determined to be an "approved equal" for bidding purposes shall be listed in an addendum issued so as to be received by bidders no less than 72 hours prior to the bid date or the file bid due date if file bids are required.
14. Where the Bid Form requires the tabulation of subcontractors other than "File Bidders," the Bidder shall list the name of the firm the bidder intends to use in the event the bidder receives the contract award.
15. Bidders may appeal the award decision by submitting a written protest to the University of Maine System

Chief Facilities and General Services Officer within five (5) business days of the date of the award notice (Notice of Award) with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

END OF SECTION 00 21 13

SECTION 00 41 13
BID FORM – SHORT FORM

BIDDER: _____
Physical/Street Address _____
City, State ZIP _____

University of Maine
Office of Facilities Management
5765 Service Building
Orono ME 04469-5765

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for Eastport Hall HVAC Renovations Phase II, as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the construction and completion of this contract for the sum of _____ Dollars (\$ _____).

Alternate prices as follows:

Add Alternate #1: Completion of MEP work as
Alternate 1. indicated on plans and specifications. \$ _____
Add Alternate #2: Remove and replace existing
Alternate 2. unit ventilators. \$ _____

This proposal includes the cost of 100% Performance Bond plus 100% Payment Bond.

The receipt of the following addenda to plans and specifications is hereby acknowledged:

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

Any material or materials not specified in the bidding document but worthy of consideration may be introduced by the bidder by a separate letter attached to this Bid. A cost comparison must be included giving the comparison with the Material specified and the reason for the suggested substitution. The basic bid shall be as specified.

The undersigned agrees, if this Bid is accepted to sign a contract and deliver it, along with the bonds and affidavits for all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a Saturday, Sunday or holiday, then the conditions will be fulfilled if the required documents are received before 12 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday, and as a guarantee thereof, herewith submits a bid bond as required.

The undersigned agrees, if awarded the Contract, to substantially complete the work on or before August 21, 2025. The undersigned also agrees, if awarded the Contract, that no more than 80% of the contract amount will be sublet to other contractors.

Signed (by individual authorized to sign contract) _____

By (printed name & title) _____ Phone _____

PO Box (if applicable) _____ Email _____

NOTE: If bidder is a corporation, write State of Incorporation, and if a partnership, give full names of all partners.

END OF SECTION 00 41 13

SECTION 00 43 13

BID SECURITY FORM

KNOW ALL BY THESE PRESENTS, THAT WE, the undersigned, as PRINCIPAL _____
_____, and _____
_____ as SURETY, are hereby held and firmly bound unto the Treasurer
of the UNIVERSITY OF MAINE SYSTEM in the penal sum of _____
_____ for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns, signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY OF
MAINE SYSTEM, BY AND THROUGH THE UNIVERSITY OF MAINE, a certain proposal, attached hereto
and hereby made a part hereof, to enter into a contract in writing for the
[and INSERT PROJECT NAME HERE].

NOW THEREFORE,

- (a) If said proposal shall be rejected, or, in the alternate
- (b) If said proposal shall be accepted and the Principal shall execute and deliver a contract in the form of
contract attached hereto (properly completed in accordance with said proposal) and shall furnish a bond for
faithful performance of said contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the agreement created by the
acceptance of said proposal, then this obligation shall be void, otherwise the same shall remain in force and
effect: It being expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In the event suit is brought upon this bond by the Treasurer of the UNIVERSITY OF MAINE SYSTEM, Surety
shall pay reasonable attorneys' fees and costs incurred by the Treasurer of the UNIVERSITY OF MAINE
SYSTEM in such suit.

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

PRINCIPAL: _____

By: _____
L.S.

SURETY: _____

SURETY ADDRESS: _____

By: _____
L.S.

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 43 13

SECTION 00 51 00

NOTICE OF AWARD

DATE

Vendor Name
Vendor Address.
Vendor Address

RE: ***NOTICE OF AWARD – EASTPORT HALL HVAC RENOVATIONS PHASE II
UNIVERSITY OF MAINE AT AUGUSTA, BANGOR CAMPUS***

Dear (vendor name),

You are hereby notified that the University of Maine System, by and through the University of Maine, accepts your Bid of **\$00.00** for the above named project, subject to final resolution of any bid protests and the parties' ability to establish and confirm final terms, as well as the execution of a written contract and your furnishing satisfactory bonds within twelve (12) calendar days as provided in the bidding documents.

This Notice of Award will permit you to proceed with the ordering of materials and scheduling the work so that the project can be completed on time. Should you fail to execute a contract or furnish satisfactory bonds within the stipulated time, the bid bond accompanying your proposal will be forfeited to the University of Maine System as liquidated damages.

Enclosed is your contract agreement for signature. Further, please have your surety provide one original each of the Performance Bond and the Payment Bond, as prescribed in Sections 00 61 13.13 and 00 61 13.16 of the bid document, and a properly executed "Power of Attorney." Please advise your surety agent that the bonds should carry the same date as this Notice of Award and the Contract Agreement. **All originals of the signed contract, bonds and insurance certificates should be forwarded directly to Sandra Binette, Capital Contracts Administrator, 5765 Service Building, Orono, ME 04469.** Once it is completely signed, a copy of the contract will be returned for your use.

Prior to the start of any work on the construction site, Capital Planning and Project Management must receive Certificates of Liability Insurance as specified in Article A.3 of the AIA Document A101 – 2017 Exhibit A, Insurance and Bonds. Please advise your surety that the certificate holder should be as follows: University of Maine System; Office of Risk Management; Robinson Hall, 46 University Drive, Augusta, ME 04330.

The day-to-day administrative and technical details of this project will be handled by the Architect/Engineer, insert name here. All correspondence relative to the day-to-day administration of the project should be directed to insert name, insert title, insert email; 207-000-0000.

A pre-construction conference on this project will be scheduled as soon as possible. This conference must be attended by your firm's authorized representative as well as your project superintendent.

Sincerely,

Aili Robinson
Chief Business Officer

Enclosures

END OF SECTION 00 51 00

UNIVERSITY OF MAINE SYSTEM
Construction Contract Agreement

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between the Contractor, _____, and the University of Maine System acting by and through the University of Maine at Augusta, 46 University Drive, Augusta, ME 04330, hereinafter called the Owner.

WITNESSETH: That the Owner and the Contractor for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Contract Documents entitled Eastport Hall HVAC Renovations Phase II, prepared by Armstrong Engineering, acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

The date of the commencement of work shall be the date of this Agreement and shall be substantially completed on or before _____ subject to adjustments as provided in the Contract Documents.

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the following stipulated liquidated damages for each calendar day of delay after the date established for Substantial Completion until the Work is substantially complete: _____ Dollars (\$____) per calendar day.

ARTICLE 3: THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract as follows _____ Dollars, \$ (____), subject to adjustments as provided in the Contract Documents.

The Contract Sum is based upon the following Alternates and Unit Prices, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate (1) _____	Alternate (2) _____	Alternate (3) _____
Unit Prices		
Item _____	Price _____	
Item _____	Price _____	

Final payment shall be made after completion and acceptance of the work as provided in the Contract Documents.

ARTICLE 4: THE CONTRACT DOCUMENTS

The Contract Documents for this project, except for modifications issued after execution of this agreement, consist of:

- .1 This agreement.
- .2 AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner.
- .3 AIA A101 – 2017, Exhibit A, Insurance and Bonds, as modified by the Owner.

- .4 The Specifications as outlined in the Project Manual: [Insert Name of Project Here], dated _____.
- .5 The Drawings as listed in the Project Manual.
- .6 The Addenda: Addendum 01 dated _____.
- .7 Exhibit B, Contractor's Proposal dated _____.

ARTICLE 5: OWNER'S REPRESENTATIVES

The Owner's Representative on this project will be _____, who is authorized to sign contracts and other legal documents related to this project on behalf of the Owner.

The Owner's Project Manager on this project will be _____.

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

UNIVERSITY OF MAINE SYSTEM
by and through
University of Maine at Augusta
Company

Company

By: _____
[Insert Signatory Name]
[Insert Signatory Title]

By: _____

END OF SECTION 00 52 13

SECTION 00 61 13.13

PERFORMANCE BOND FORM

Bond No. _____

KNOW ALL BY THESE PRESENTS THAT (1) _____
(2) _____
of _____ and State of _____, as PRINCIPAL,
and (3) _____,
a corporation duly organized under the laws of the State of _____ and
having a usual place of business in _____, as SURETY, are held
and firmly bound unto the University of Maine System in the sum of _____ Dollars
(\$ _____), to be paid said Treasurer of the University of Maine System, or successor
in office, for which payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract
entered into on the (4) _____ day of _____, A.D., 20____ for the
construction of (5) _____

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the University of Maine
System.

Signed and sealed this (4) _____ day of _____, 20____.

WITNESSES:

SIGNATURES:

_____ LS
_____ LS
_____ LS

Bonding Company Agent:

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual, as the case may be.
- (3) Correct name of Surety.
- (4) Same date as that of contract.
- (5) Name of Project as designated in contract.

If Contractor is a partnership, all partners should execute bond. A Power of Attorney document, together with a
statement that it still is in effect shall be provided by the person executing this bond. Bond must be
countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.13

SECTION 00 61 13.16
PAYMENT BOND FORM

Bond No. _____

KNOW ALL BY THESE PRESENTS THAT (1) _____
_____ (2) _____
of _____ and State of _____, as PRINCIPAL,
and (3) _____,
a corporation duly organized under the laws of the State of _____ and
having a usual place of business in _____, as SURETY, are held
and firmly bound unto the University of Maine System in the sum of _____ Dollars
(\$ _____), for the use and benefit of claimants* as herein below defined, for the
payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors
and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal shall promptly satisfy all claims and demands
incurred for all labor and materials used or required by the Principal in connection with the work contemplated
in the Contract entered into on the (4) _____ day of _____, A.D., 20 _____ for the
construction of (5) _____

_____,
and shall fully reimburse the obligee for all outlay and expense which said obligee may incur in making good
any default of said principal, then this obligation shall be null and void; otherwise, it shall remain in full force
and effect.

*A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the
Principal for labor, material, or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this (6) _____ day of _____, 20 _____.

WITNESSES:

SIGNATURES:

_____ LS
_____ LS
_____ LS

Bonding Company Agent:

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual, as the case may be.
- (3) Correct name of Surety.
- (4) Same date as that of contract.
- (5) Name of Project as designated in contract.
- (6) Same date as that of Contract.

If contractor is a partnership, all partners should execute bond. A Power of Attorney document, together with a
statement that it still is in effect shall be provided by the person executing this bond. Bond must be
countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.16



AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: <i>(name and address)</i> Samples	CONTRACT INFORMATION: Contract For: Date:	CERTIFICATE INFORMATION: Producer: Insured: Date:
OWNER: <i>(name and address)</i> University of Maine System by and through University of Maine 5765 Service Building Orono, ME 04469	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

A. General Liability	Yes	No	N/A
1. Does this policy include coverage for:			
a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Personal injury and advertising injury?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Bodily injury or property damage arising out of completed operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e The Contractor's indemnity obligations included in the Contract Documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this policy contain an exclusion or restriction of coverage for:			
a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Claims for bodily injury other than to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Claims related to residential, multi-family, or other habitational projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Claims related to roofing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Claims related to earth subsistence or movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Claims related to explosion, collapse, and underground hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Other Insurance Coverage	Yes	No	N/A
1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a Professional liability insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coverage limits:			
b Pollution liability insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Coverage limits:
- c** Insurance for maritime liability risks associated with the operation of a vessel ☐ ☐ ☐
- Coverage limits:
- d** Insurance for the use or operation of manned or unmanned aircraft ☐ ☐ ☐
- Coverage limits:
- e** Property insurance ☐ ☐ ☐
- Coverage limits:
- f** Railroad protective liability insurance ☐ ☐ ☐
- Coverage limits:
- g** Asbestos abatement liability insurance ☐ ☐ ☐
- Coverage limits:
- h** Insurance for physical damage to property while it is in storage and in transit to the construction site ☐ ☐ ☐
- Coverage limits:
- i** Other: ☐ ☐ ☐

(Authorized Representative)

(Date of Issue)

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

University of Maine System is named an additional insured under General Liability.
 Project:

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

University of Maine System
 Office of Risk Management
 Robinson Hall
 46 University Drive
 Augusta, ME 04330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Sample

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

END OF SECTION 00 62 16.12

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

END OF SECTION 00 62 16.13

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 04 03 97**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Location(s):**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

Sample

END OF SECTION 00 62 16.14



AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	001
APPLICATION DATE:	
PERIOD TO:	

**AIA**[®] Document G702[®] – 1992

Application and Certificate for Payment

TO OWNER: University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO:
PERIOD TO:

CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703[®], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM 0.00

2. NET CHANGE BY CHANGE ORDERS 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) 0.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 0.00

5. RETAINAGE:

a. 0 % of Completed Work
(Column D + E on G703) 0.00

b. 0 % of Stored Material
(Column F on G703) 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) 0.00

6. TOTAL EARNED LESS RETAINAGE 0.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	0.00
TOTALS		0.00	0.00
NET CHANGES by Change Order			0.00

SECTION 00 62 76.13

SAMPLE

SALES TAX FORM

DATE: _____

VENDOR: _____

Vendor Name

Vendor Address

Vendor City, State Zip

I hereby certify under penalties of perjury, that:

I am engaged in the performance of a construction contract on a project for the University of Maine System which is a Sales Tax exempt organization under the Maine Sales and Use Tax Law, Section 1760, subsection 2 and 16:

This project is titled: Eastport Hall HVAC Renovations Phase II
Project Title

The project is located at: UNIVERSITY OF MAINE AT AUGUSTA, BANGOR CAMPUS
Campus Name or Town

This certificate is issued to cover purchases of materials that will be permanently incorporated into the real property belonging to the exempt organization or government agency indicated above.

Signed: _____
Authorized Signature

Name & Title: _____

Firm Name: _____

Firm Address: _____

Firm City, State Zip _____

END OF SECTION 00 62 76.13



AIA[®] Document G707A[™] – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: <i>(Name and address)</i> Samples	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> University of Maine System by and through University of Maine 5765 Service Building Orono, ME 04469	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

, CONTRACTOR,

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

00 62 79
SAMPLE
STORED MATERIALS

University of Maine System
by and through
University of Maine
5765 Service Building
Orono ME 04469

Project Title: _____

Location: University of Maine

Contractor: _____

Materials and/or equipment (hereinafter "Materials") that have not yet been incorporated into the work may be delivered and suitably stored, at the site or some other location agreed upon by the Owner. The Materials listed below have been estimated at 100% of the cost and will be stored at _____. The Owner will reimburse the Contractor based upon the prices included on the Schedule of Values Form, 00 62 73(AIA G703), less the cost of installation. The Contractor must complete sufficient copies of this Stored Materials Form, 00 62 79, to accompany the Application for Payment. The Contractor shall secure the signature of its bonding company on all forms and shall also provide a Power of Attorney from the bonding company.

SCHEDULE

Qty	Material/Equipment	Item in AIA G703		Unit Wholesale Price	Extended Wholesale Price
		Item No	Unit Price		
Total					

Surety _____

By: _____

Power of Attorney Must be Attached

Attorney-in-Fact

Date: _____

BILL OF SALE

The Contractor, _____, (will store/has stored) certain Materials (at the site of this project/at an approved warehouse/at bonded warehouse) and will be paid in accordance with the provisions of the General Conditions of the Contract for Construction. In consideration of the sum of \$_____ paid to the contractor by the Owner, and, in compliance with the provisions of the Contract, and, with the intention to be legally bound, the Contractor does hereby grant, bargain, sell and deliver unto the Owner, its successors and assigns, all and singular, the Materials described in the schedule above. The Contractor agrees that:

1. Contractor has good title to the Materials, free and clear of all liens and encumbrances, and title is granted to the Owner;
2. The Materials will be used only in the construction of the above referenced project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Owner;
3. The Materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss;

4. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of Materials granted to the Owner.
5. The Contractor will remain responsible for the Materials, which will remain under its custody and control for all losses, and will fully indemnify the Owner for the cost of the Materials should the Materials be lost or damaged or stolen, regardless of exclusions in insurance policies required under this document. The contractor has insured the Materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Owner;
6. The Contractor agrees that the quantities of Materials set forth in the Schedule of Values Form represents the maximum quantities for which it may be entitled to payment under the provisions of the contract;
7. The following information is included with this form:
 - (1) An Application for Payment;
 - (2) An invoice or copy of an invoice for Materials stored;
 - (3) Evidence of payment, or when payment has not been made, a letter on the Contractor's letterhead authorizing payment to be made jointly to the Contractor and the Supplier;
 - (4) Photographs showing the stored Materials and its location;
 - (5) a fire and theft insurance policy rider for the stored Materials.
 - (6) a warehouseman's receipt acknowledging that the Materials being stored at the warehouse are being held for the benefit of the Contractor or/or University.

Witness:

By: _____ (SEAL)
Principal/Contractor-Individual

Witness:

Principal/Contractor-Individual

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Attest:

_____ (SEAL)

Principal/Contractor-Corporation

Secretary

By: _____
President

END OF SECTION 00 62 79



AIA[®] Document G716[™] – 2004

Request for Information (“RFI”)

TO:

FROM:

PROJECT:

Samples

ISSUE DATE:

RFI No.

PROJECT NUMBERS:

/

REQUESTED REPLY DATE:

COPIES TO:

RFI DESCRIPTION: *(Fully describe the question or type of information requested.)*

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)*

SPECIFICATIONS:

DRAWINGS:

OTHER:

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

BY

DATE

COPIES TO

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.



AIA[®] Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

Samples

CONTRACT INFORMATION:

Contract For:

Date:

ASI INFORMATION:

ASI Number:

Date:

OWNER: *(name and address)*

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)***CONTRACTOR:** *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CCD INFORMATION:
Directive Number:
Date:

OWNER: *(name and address)*
University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☐ As follows:

- The Contract Time is proposed to . The proposed adjustment, if any, is .

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA[®] Document G709[™] – 2018

Proposal Request

PROJECT: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

Architect's Project Number:
Proposal Request Number:
Proposal Request Date:

OWNER: *(name and address)*
University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE



AIA[®] Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CHANGE ORDER INFORMATION:
Change Order Number:
Date:

OWNER: *(Name and address)*
University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Certificate Number:
Date:

OWNER: *(name and address)*
University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

SECTION 00 65 19
CERTIFICATE OF COMPLETION FORM
(Final)

DATE:

PROJECT NAME: Eastport Hall HVAC Renovations Phase II

SUBSTANTIAL COMPLETION DATE:

FINAL COMPLETION is defined, in accordance with Article 9 of the A201 General Conditions of the Contract for Construction, as the date certified by the Architect when all the Work of the Project is fully complete, the Close-Out requirements of Paragraph 9.10 of the General Conditions have been completed, including the Close-Out Meeting and approval of Close-Out by the Architect, in accordance with Subparagraph 9.10.2, and the Contract fully performed in accordance with the Contract Documents, and the Contractor entitled to final payment.

The CONTRACTOR certifies that the Work is fully completed and was completed on or before _____, 20____, and submits herewith:

Application for Final Payment (AIA G702)
Affidavit of Payments (AIA G706)
Consent of Surety (AIA G707)
Releases of Liens (AIA G706A)
Waiver of Lien

CONTRACTOR:

By: _____ Date: _____
Name: _____

The ARCHITECT has inspected the Work and has determined that the Date of Final Completion was _____, 20____.

ARCHITECT:

By: _____ Date: _____
Name: _____

The OWNER hereby accepts the Work as fully complete and will make final payment.

OWNER:

By: _____ Date: _____
University of Maine System

END OF SECTION 00 65 19



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Samples

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

CONTRACT FOR:

CONTRACT DATED:

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

STATE OF: *(State of Signature)*

COUNTY OF: *(County of Signature)*

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Samples

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

University of Maine System

by and through

University of Maine

5765 Service Building

Orono, ME 04469

STATE OF: *(State of Signature)*

COUNTY OF: *(County of Signature)*

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

SAMPLE

SECTION 00 65 19.17
WAIVER OF LIEN

DATE: _____

State of: _____

State of Signature

County of: _____

County of Signature

TO: University of Maine System
by and through
University of Maine at Augusta
46 University Drive
Augusta, ME 04330

SUBJECT:

Project Name: Eastport Hall HVAC Renovations Phase II

Project Location: UNIVERSITY OF MAINE AT AUGUSTA, BANGOR CAMPUS

Upon receipt of the sum of _____ (being the balance due us under the existing contract or subcontract agreement for work on the Subject Project) the undersigned agrees that it will waive and release the University of Maine System from any and all lien or claim or right to lien on the Subject Project under the Statutes of the state of Maine relating to liens for labor, materials and/or subcontracts furnished for the Subject Project on premises belonging to the University of Maine System.

Signed: _____

Title: _____

Firm Name: _____

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature Notary Public

END OF SECTION 00 65 19.17

SUBCONTRACTOR/SUPPLIER CONDITIONAL
RELEASE AND WAIVER OF LIEN

DATE: _____

State of: _____
State of Signature

County of: _____
County of Signature

SUBJECT:

Project Name: _____

Project Location: _____

_____ (hereinafter called the Subcontractor) in consideration of the sum of \$ _____ to be paid to Subcontractor by _____ upon receipt of said payment does hereby release and forever discharge _____ and the **University of Maine System** from any and all workman's, materialman's, mechanic's, building or other liens, claims, causes of action, liabilities and other obligations with respect to the value of any and all work, services and materials furnished, performed, or supplied by the subcontractor to or in connection with the construction project known as the Insert Project Name Here located in Insert Location Here (hereinafter called the "Premises") through the date of _____. Subcontractor shall take all reasonable action to discharge any lien currently filed or pending against _____ and the **University of Maine System**, including without limitation the recording of instruments discharging said lien with the appropriate Registry of Deeds.

Subcontractor acknowledges that its receipt of said payment will constitute full and final payment for all work performed by Subcontractor through the date set forth above except for retainage if applicable, in the amount of (\$) _____.

Subcontractor further covenants and represents that all of the subcontract suppliers, mechanics, materialmen, and laborers listed below engaged by Subcontractor have been paid in full (less proper retainage if any) or shall be immediately paid in full from the proceeds of this current payment for all work done and or materials furnished to the Premises through the date set forth in the first paragraph above. The Subcontractor hereby agrees to indemnify, defend, and hold _____ and The **University of Maine System** harmless from any and all claims, including but not limited to attorney fees, claims for payment, and liens of any kind or nature filed or made by any person or entity based upon work done or materials furnished in connection with the Premises by the Subcontractor or any sub-subcontractor, suppliers, mechanics, materialmen, and laborers employed by Subcontractor through the date set forth in the first paragraph above. Subcontractor shall request any sub-subcontractor, suppliers, mechanics, materialmen, and laborers employed by Subcontractor through the date set forth in the first paragraph above to, and shall itself, take all reasonable action to discharge any lien in connection with payments owed by Subcontractor currently filed or pending against _____ and the **University of Maine System**, including without limitation the recording of instruments discharging said lien with the appropriate Registry of Deeds.

Major sub-subcontractors and suppliers whose contract or purchase order meets or exceeds \$5,000 working for said Subcontractor for the period stated above:

SECTION 00 65 19.18

The undersigned represents that he is authorized by all corporate or other action necessary to execute and deliver this release.

Signed: _____

Title: _____

Firm Name: _____

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature Notary Public

END OF SECTION 00 65 19.18



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Samples

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR:

ARCHITECT: ☐

CONTRACT DATED:

CONTRACTOR: ☐

TO OWNER: *(Name and address)*
University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

University of Maine System
by and through

THE ARCHITECT:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

Init.

14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

/

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

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Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect is the Initial Decision Maker for this Agreement.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where the Procurement Requirements include provisions that portions of the Work be File Bid in accordance with the requirements of the Maine Bid Depository System, the subcontracts for these portions of the work will cover the same scope of work as defined by the Procurement Requirements and the File Bid and shall have the same contract amount as listed in the successful bid.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will use AIA Document~~ may use AIA Document G201-2013 Project Digital Data Protocol Form and E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

.1 For the purpose of this Contract, the Owner is defined as: University of Maine System, acting through its duly authorized agent.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

~~§ 2.2.1 Prior to Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. Architect is a person or entity lawfully licensed to practice in the State of Maine. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. Whenever the prime professional designer for the Work is an Engineer, the term Architect, wherever used in these documents shall have the term Engineer substituted for the term Architect. The Engineer shall be lawfully licensed to practice engineering in the State of Maine or an entity lawfully practicing engineering identified as such in the Agreement.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work at all times conduct safe performance of the Work, including but not limited to appropriate precautions.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner

to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors,

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inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best industry standard or better skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider a formal request for substitution of products in place of those specified. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of the substitutions. By making requests for substitutions, the Contractor

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and,
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 If a wage scale prepared by the State of Maine Department of Labor, Bureau of Labor Standards, is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor employed on the project.

The provisions of Title 26 MRSA Chapter 15 Preference to Maine Workers and Contractors, apply to this project, including but not limited to:

§ 1310. Wage and benefits rates to be kept posted

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.

§ 1311. Wage and benefit record of contractor

The contractor and each subcontractor in charge of the construction of a public work shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such a record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

§ 3.4.5 If a wage scale prepared by the U.S. Department of Labor pursuant to the provision of the Davis-Bacon Act is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor on the project. The requirements and responsibilities within the Davis-Bacon Act apply to this project if a Davis-Bacon wage scale is included.

§ 3.4.6 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- .1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, including transgender status, gender, gender identity or gender expression, ethnicity, national origin or citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status status. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, including transgender status, gender, gender identity or gender expression, ethnicity, national origin or citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status.
- .3 The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth by the Maine Human Rights Commission, found on their website (https://www1.maine.gov/mhrc/guidance/mhra_guarantees.htm), to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- .4 The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

.5 Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The University of Maine System is exempt from payment of taxes under the Maine Sales and Use Tax Law Title 36 Section 1760 for taxes on materials that are permanently incorporated into the real property belonging to the University of Maine System. The University of Maine System is also exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments; exemption certificates for these taxes will be furnished when required. All quotations shall be less these taxes. The contractor shall pay all other taxes that have been or are legally enacted.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. ~~disturbed.~~ The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may ~~submit a Claim~~ proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

- .1 The Contractor shall provide an updated Construction Schedule with each Application for Payment reflecting actual construction progress and activities.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submission and two (2) resubmittals. The Architects review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Waste Management. The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor will submit a construction waste management plan for the project that identifies opportunities to reduce, reuse, or recycle waste from renovations or new construction.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the final payment is due, and from time to time during the period for correction of Work described in § 12.2, and until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the

construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

1. The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner's payment to the Architect.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

- 1 The Contractor shall provide Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes. The list shall be presented at the preconstruction meeting and, when changes occur, at each requisition meeting as necessary.
- 2 Where the use of the Maine Bid Depository is required by the Procurement Requirements, Subcontractors included in the Contractor's Proposal shall be the Subcontractors for the defined Work unless a change has been approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or

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Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

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schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner of a Change in the Work shall be based on a previously agreed upon unit pricing or on the following schedule allowing for appropriate allowances for contract duration:

.1 For the Contractor, for Work performed by the Contractor's own forces, 20% of the cost.

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- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, 10% of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by the Subcontractor's own forces, 20% of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10% of the amount due the Sub-subcontractor.
- .5 Costs to which overhead and profit is to be applied shall be limited to the following:
 - .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,
 - .4 Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.1.5 When there is only an extension of Contract Time, any Claim for delay made pursuant to Article 15 is limited to additional costs related to supervision and field office personnel, which may be included in the overhead and profit calculation.

§ 7.1.6 In order to facilitate checking of quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they are to be itemized also. In no case will a change be approved without such itemization.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may

prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The provisions of Title 5 M.R.S.A § 1746, as amended, pertain to this project. The Owner shall retain five percent (5%) of each payment due the Contractor as part of the security for the fulfillment of the Contract Agreement by the Contractor; the Contractor shall not withhold a greater percentage from subcontractors. The Owner may, if deemed expedient by the Owner, cause the Contractor to be paid temporarily or permanently from time to time during the progress of the work, such portion of the amount retained as the Owner deems prudent or desirable.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect ~~may~~ shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to

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make such representations to the Owner. The Architect ~~may~~ shall also withhold a Certificate for Payment or, because of subsequently discovered evidence, ~~may~~ shall nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work, i.e. Work that does not conform to the requirements of the Contract, shall include, but not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied;
 - .1 The Architect shall deduct and withhold from any certification for payment an amount equal to one hundred and fifty percent (150%) the value of any defective Work.
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.9 All Progress Payments and Final Payment are subject to the requirements of the "Maine Prompt Pay Act" Title 10 M.R.S.A. ch. 201-A, as amended. Payments shall be made on a timely basis in accord with the requirements of this Statute; however, the Contractor waives interest on any late payment.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 Except with the consent of the Owner, the Architect will perform no more than three (3) site reviews to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional site reviews.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner the sums stipulated as liquidated damages in the Contract Documents for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 If this Contract involves renovation, repair, or preparation of surfaces for painting in pre-1978 apartments, houses, or spaces used by child care facilities, Contractor shall use certified workers who follow the lead-safe work practices as required by the US Environmental Protection Agency's Renovation, Repair and Remodeling rule described in 40 CFR § 745.85. Notification of the tenants or users under this rule will be the responsibility of the Owner.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to

the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. ~~Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, ~~including but not limited to exclusive of attorneys' fees,~~ arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. This indemnification obligation shall not apply to any claim for which Owner would not be liable under the Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.) if such claim were made directly against Owner and Owner shall continue to enjoy all rights, claims, immunities and defenses available to it under law.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby ~~incurred~~incurred, exclusive of attorneys' fees.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

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§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards ~~however caused~~caused, with the exception of intentional acts or grossly negligent consultants, contractors or sub-contractors.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~30 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising

out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the ~~Agreement~~Agreement; but not including overhead and profit on Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,

but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision

shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of

60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 ~~If the~~ The parties have selected arbitration as the method for binding dispute resolution in the Agreement, any ~~Claim~~ this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to ~~arbitration which, arbitration, which~~ unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association conducted in the place where the Project is located, unless another place is mutually agreed upon, and in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. ~~The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon, this Agreement, except that the parties shall select only one Arbitrator, and there shall be no discovery. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, this Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded, defended.~~

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 73 00.11

SAMPLE

SCHEDULE OF LIQUIDATED DAMAGES

Liquidated damages (a fixed amount set forth in the Contract) agreed to by the Owner and the Contractor are intended to compensate the Owner for unexcused delay in the performance of the Contract. The parties agree that the purpose of the liquidated damages schedule below is to establish, in advance, a reasonable estimate of the damages that would be incurred by the Owner if there is an unexcused delay, or a breach of Contract, which causes the work to be extended beyond the contractual substantial completion date. This agreement of liquidated damages by the parties is made to establish the reasonableness of them to the actual damages an Owner may have incurred due to unexcused delays by the Contractor, even though the actual damages may be an uncertain amount and unprovable.

The specific per diem rates of Liquidated Damages are (____/[enter amt if can reasonably determine-provide method of determination; otherwise] set forth below). By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages
From More Than	To and Including	
0	\$100,000	\$500
\$100,000	\$300,000	\$675
\$300,000	\$500,000	\$750
\$500,000	\$1,000,000	\$825
\$1,000,000	\$2,000,000	\$1,000
\$2,000,000	\$4,000,000	\$1,250
\$4,000,000	and more	\$1,500

END OF SECTION 00 73 00.11



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the N/A day of _____ in the year Sample
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

THE CONTRACTOR:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

§ A.2.3.1 For this project, Property Insurance coverage, up to the total amount of the Project, will be provided by the University by either adding the Project to the University's existing master property insurance or purchasing a stand-alone builder's risk policy. Coverage shall be included for the Contractor and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the Contractor beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the Contractor. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of

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coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.1.1 Certificates of Insurance filed with the University of Maine System shall indicate the Certificate Holder as:

University of Maine System
Office of Risk Management
Robinson Hall
46 University Drive
Augusta, ME 04330

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. All required insurance shall be provided by companies that have a current A.M. Best insurance rating of A- or better and that are licensed or approved to do business in the State of Maine.

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§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.) each accident, five hundred thousand dollars (\$ 500,000.) each employee, and five hundred thousand dollars (\$ 500,000.) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and ~~docks~~ docks. Policy limits for such coverage shall not be less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit. Contractor is required to provide proof of such coverage, if applicable to the Work, by submitting a copy of the endorsement or by submitting the USLH form WC 00 01 06 A (current edition).

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000.) per claim and one million dollars (\$ 1,000,000.) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000.) per claim and two million dollars (\$ 2,000,000.) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars (\$ 1,000,000.) per claim and two million dollars (\$ 2,000,000.) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than two million dollars (\$ 2,000,000.) per claim and two million dollars (\$ 2,000,000.) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars (\$ 1,000,000.) per claim and one million dollars (\$ 1,000,000.) in the aggregate. Authorization from Administration of the University of Maine System must be obtained thirty (30) days prior to the utilization of the equipment.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such ~~insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3-insurance.~~ The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any

deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [] **§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: and the Contractor shall furnish a Performance Bond and a Payment Bond covering the faithful performance of the Contract and payment of obligations arising thereof. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. Should the Contract Sum change during the contract and warranty periods, the amount of the Bonds will be changed to reflect the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner at the same time as the signed Contract Agreement is delivered to the Owner. Prior to the commencement of the Work, the Contractor shall submit satisfactory evidence that such bonds will be furnished.

(Specify type and penal sum of bonds.)

- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Type	Penal Sum (\$0.00)
------	--------------------

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.**3**

The Contract Bonds shall continue in effect for one year after final acceptance of each contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials

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and to assure settlement of claims, for the payment of all bills for labor, materials, and equipment by the Contractor.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

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00 73 46
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.

2025 Fair Minimum Wage Rates – Building 2 Penobscot County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$33.00	\$11.13	\$44.13
Bulldozer Operator	\$34.44	\$2.21	\$36.65
Carpenter	\$28.72	\$19.38	\$48.10
Cement Masons And Concrete Finisher	\$26.00	\$0.00	\$26.00
Construction And Maintenance Painters	\$26.38	\$0.25	\$26.63
Construction Laborer	\$21.90	\$19.72	\$41.62
Crane And Tower Operators	\$34.50	\$10.68	\$45.18
Crushing Grinding And Polishing Machine Operators	\$27.50	\$5.64	\$33.14
Earth Drillers - Except Oil And Gas	\$22.37	\$2.35	\$24.72
Electrical Power - Line Installer And Repairers	\$43.26	\$16.55	\$59.81
Electricians	\$37.43	\$20.07	\$57.50
Elevator Installers And Repairers	\$71.21	\$43.75	\$114.96
Excavator Operator	\$31.38	\$5.83	\$37.21
Fence Erectors	\$20.00	\$1.23	\$21.23
Flaggers	\$20.50	\$0.40	\$20.90
Floor Layers - Except Carpet/Wood/Hard Tiles	\$26.50	\$3.83	\$30.33
Glaziers	\$21.00	\$2.39	\$23.39
Grader/Scraper Operator	\$31.00	\$6.86	\$37.86
Hazardous Materials Removal Workers	\$21.13	\$1.14	\$22.27
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$34.00	\$5.60	\$39.60
Heavy And Tractor - Trailer Truck Drivers	\$22.75	\$1.12	\$23.87
Highway Maintenance Workers	\$22.85	\$4.79	\$27.64
Industrial Machinery Mechanics	\$30.00	\$4.60	\$34.60
Industrial Truck And Tractor Operators	\$26.17	\$3.49	\$29.66
Insulation Worker - Mechanical	\$24.00	\$6.07	\$30.07
Ironworker - Ornamental	\$31.37	\$25.82	\$57.19
Light Truck Or Delivery Services Drivers	\$27.99	\$2.02	\$30.01
Loading Machine And Dragline Operators	\$25.50	\$4.99	\$30.49
Millwrights	\$31.45	\$15.17	\$46.62
Mobile Heavy Equipment Mechanics - Except Engines	\$30.00	\$5.67	\$35.67
Operating Engineers And Other Equipment Operators	\$28.50	\$3.54	\$32.04
Paving Surfacing And Tamping Equipment Operators	\$28.60	\$12.03	\$40.63
Pile-Driver Operators	\$36.00	\$2.87	\$38.87
Pipe/Steam/Sprinkler Fitter	\$43.76	\$25.44	\$69.20
Pipelayers	\$27.48	\$4.72	\$32.20
Plumbers	\$38.75	\$22.96	\$61.71
Pump Operators - Except Wellhead Pumpers	\$56.03	\$34.76	\$90.79
Radio Cellular And Tower Equipment Installers	\$30.00	\$4.85	\$34.85
Reinforcing Iron And Rebar Workers	\$56.69	\$2.27	\$58.96
Riggers	\$31.95	\$25.00	\$56.95
Roofers	\$24.00	\$3.60	\$27.60
Sheet Metal Workers	\$25.75	\$6.31	\$32.06
Structural Iron And Steel Workers	\$31.95	\$25.00	\$56.95
Tapers	\$28.00	\$2.40	\$30.40
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$33.44	\$6.87	\$40.31
Telecommunications Line Installers And Repairers	\$29.50	\$1.96	\$31.46

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2025
Revision Date: 2-3-2025

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. The work herein described includes all work by all trades necessary for the schedule of mechanical renovations as described. Mechanical renovation shall include, 1) Demolition of Hallway ductwork, 2) Demolition of existing unit ventilators under Add Alternate one and two, 3) provide and install VRF heat pump systems for North Wing Classrooms (Base Bid), and Common Area/ Conference Room (Add Alternate #1), 4) Acoustical tile ceiling modifications to accommodate mechanicals. Work includes the furnishing of materials and all construction equipment required for the completion of the project with minimal disturbance to the operation of the facility employees and general public.
- B. The building is presently occupied and used by the general public, thus extreme care is to be taken to ensure safety at all times during both the demolition and installation phases. This includes, but not limited to, installation of proper barricades and close supervision and scheduling of construction activities by Contractor and Owner.
- C. Substantial Completion: The Contractor shall provide an operable and working systems on later than August 21, 2025.
- D. Final Completion: Final 100% completion shall be September 2, 2025.
- E. After the contractor has been directed to proceed with the work from the Engineer, in writing or verbally, temporary services shall be completed, before any demolition occurs.
- F. No major demolition will take place prior to the Owner's approval and major equipment and materials are in shipment or are available.

Bid Schedule:

Bid advertised: Thursday, April 3, 2025
Non-mandatory pre-bid meeting: Thursday, April 10, 2025 at 11am
Questions Due: Tuesday, April 15, 2025 by 4pm
Response to Questions by: Friday, April 18, 2025
Bid Opening-Bids received until: Thursday, April 24, 2025 at 2pm
Substantial completion date: August 21, 2025
Final Completion date: September 2, 2025

1 11 00

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 GENERAL

1.01 PROJECT CONDITIONS

- A. Tobacco Free Campus Policy: On January 1, 2011 the University System adopted a tobacco free campus policy. As of January 1, 2012 compliance with the tobacco free campus policy became mandatory. This paragraph serves as notification to Contractor of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:

1. First offense – notify Contractor to remind employee and/or subcontractor of policy.
2. Second offense – contractor/subcontractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>

- B. Sexual Harassment will not be tolerated on the campuses of the University of Maine System.
- C. Weapons and Ammunition are not permitted on the campuses of the University of Maine System.
- D. Contractor will be required to provide a site-specific Safety Plan for the project.
- E. Contractor parking will be limited to authorized areas defined by the University of Maine System Representative.

PART 2 to 3 – Not Used

END OF SECTION 01 14 00

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

PART 2 PRODUCTS - (Not Used)

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATES

- A. **Bid Alternate #1** Add Alternate #1: Completion of MEP work as indicated on plans and specifications.
- B. **Bid Alternate #2** Add Alternate #2: Remove and replace existing unit ventilators.

END OF SECTION 01 23 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. The forms for application for payment, duly notarized, shall be the current authorized edition of the AIA Document G702, Application for Payment, supported by a current authorized edition of AIA G703, Continuation Sheet. Samples of these, and other required AIA documents, are provided in the Contract Documents under Division 00 for informational purposes only.

1.03 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.

1.04 SCHEDULE OF VALUES

- A. Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect prior to the pre-construction meeting.
- B. Format and Content: Use the specification table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Contractor's name and address.
 - d. Date of submittal.
 - 2. Submit draft of AIA G702 Application for Payment form and AIA G703 Continuation Sheet (Schedule of Values) form.
 - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers).
 - g. Dollar value.
 - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Specification table of contents. Provide several line items for principal subcontract amounts, where appropriate.

- a. For each line item, provide a sublist breakdown as follows:
 - 1) Material.
 - 2) Labor.
5. Documentation: Submit proper documentation for the amounts being requisitioned from subcontractors and material suppliers with each Application for Payment. Three (3) copies of an Application for Payment or a Payment Requisition are required for all subcontracted work. Three (3) copies of the invoice is required for each major supplier.
6. Stored Materials: If Contractor is requesting payment for stored materials as part of the Application for Payment, Contractor must complete Column F in the G703 Continuation Sheet (Schedule of Values) to record the stored materials amounts against line items that pertain to those stored materials. Stored materials are materials or equipment purchased or fabricated and stored, but not yet installed or incorporated into the Work.
 - a. Complete and provide three (3) copies of 00 62 79 Stored Materials form with all required documentation. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - b. Only major long lead delivery items may be considered for off-site storage (example: long lead custom mechanical unit). Standard order and production materials and products shall be delivered to the site before including in Application for Payment of such items.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when approved Change Orders or Construction Change Directives result in a change in the Contract Sum.
10. Retainage: The required five percent (5%) retainage held per Application for Payment submission shall be accounted for on the G703 on a per line item basis. Each line item with a value in Column G "Total Completed and Stored To Date" shall have a corresponding five percent retainage value entered in Column I.
 - a. Final Release of Retainage: The final release of retainage shall be entered as a separate line item on the G703 as "Final Release of Retainage" with the full amount of the five percent retainage entered as a negative number in Column I. The final release of retainage request is submitted as a separate application.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: G702 Application for Payment shall be submitted to Architect and Owner not less than seven (7) days before monthly progress meeting. The period covered by each Application for Payment is one (1) month, ending on the last day of the month.
- C. Payment Application Forms: The Contractor is required under the Contract Documents to use official original AIA documents. Samples of the required documents are provided in Division 00 of the Specifications.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of approved Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal:

1. Submit signed and notarized original of:
 - a. AIA G702 Application & Certificate for Payment.
 - b. AIA G703 Continuation Sheet.
 - c. AIA G706 Contractor's Affidavit of Payment of Debts & Claims.
 - d. AIA G706A Contractor's Affidavit of Release of Liens.
 - e. 00 65 19.17 Waiver of Lien.
2. Transmit each Application for Payment with a transmittal form listing attachments and recording appropriate information about submission.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit three (3) copies of waivers of mechanic's lien from subcontractors, sub-subcontractors, major suppliers, and every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. 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 00 65 19.17 Waiver of Lien forms, executed in a manner acceptable to Owner.

G. Certified Payrolls: Wages paid to all workers performing work on the Project shall be in accordance with the Section 00 73 64 Wage Determination Schedule for the Project. Contractor shall submit one (1) copy of each weekly certified payroll for Contractor and all subcontractors, sub-subcontractors, sub-sub-subcontractors, etc. performing work on the Project during the time covered by the Application for Payment. The certified payroll shall be completed in accordance with Section 3.4.4 of the A201 General Conditions and contain the following information:

1. Contractor name.
2. Contractor address.
3. Period number.
4. Week ending date.
5. Employee(s)'s name.
6. Employee(s)'s job title.
7. Employee hourly wage:
 - a. Straight time rate.
 - b. Overtime rate.
8. Hours worked per day (broken down by straight time and overtime hours).
9. Hours worked per week (broken down by straight time and overtime hours).
10. Total earned for the week:
 - a. Straight time.
 - b. Overtime.
11. Benefits that form a part of the wage rate.
12. The signature and name of the authorized payroll person.

H. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.

3. Contractor's Construction Schedule.
 4. Submittals Schedule.
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits and other required permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Report of preconstruction conference.
 11. Insurance verification through submission of insurance certificates, for all Subcontractors.
- I. Progress Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of progress Applications for Payment include the following:
1. Contractor's Construction Schedule update.
 2. Submittals for Work being requisitioned that are complete and approved.
 3. Submission of list of completed tests, checklists, commissioning, reports, and similar requirements for the work that are submitted and in compliance with the Contract Documents.
 4. Distribution of minutes of previous month's progress meeting.
 5. Current record drawings.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion, less retainage, for portion of the Work claimed as substantially complete. Application must:
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. Reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that fees and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA G707 Consent of Surety to Final Payment, three (3) originals.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 7. Final, liquidated damages settlement statement, if a liquidated damages claim has been processed.
 8. As-built drawings.
 9. Operation and maintenance manuals.
 10. Final lien waivers.
 11. All training and equipment testing is complete.

PART 2 to 3 – Not Used

END OF SECTION 01 29 00

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Shop drawings and product data.
- D. Manufacturers' instructions.
- E. Manufacturers' certificates.

1.02 SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- B. Apply Contractor's stamp, signed or initialed certifying that review, 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.
- C. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Revise and resubmit submittals when changes occur; identify all changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 PROPOSED PRODUCTS LIST

- A. Submit complete list of major products proposed for use, with name of manufacturer and trade name of each product.

1.04 SHOP DRAWINGS AND PRODUCT DATA

- A. Submit electronic PDFs of all submittals organized with cover sheet and contractor's review of submittal, which will be reviewed by Architect/Engineer.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, and finishing. Submit in electronic format (PDF).
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.06 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificates to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.07 SCHEDULE

- A. Within ten (10) days after signing the Contract, the Contractor shall submit a schedule in either bar chart or CPM format, sufficiently detailed so that actual progress may be easily compared with scheduled progress.

PART 2 to 3 – Not Used

END OF SECTION 01 33 00

SECTION 01 50 00
TEMPORARY SERVICES

PART 1: GENERAL

1.01 Description:

- A. The work of temporary services shall be the responsibility of the General Contractor.

PART 2: PRODUCTS AND EXECUTION

2.01 Shoring and Scaffolding

- A. Provide necessary scaffolding, mobile lift, etc. to convey materials and workers safely. All temporary equipment for such purpose shall shored and supported properly.

2.02 Storage Shed

- A. Provide weather tight storage facilities for the storage of material which could be damaged by inclement weather.

2.03 Temporary ramps, walkways

- A. Contractor shall be responsible to provide and maintain means of egress and access to existing buildings, walkways, etc., as required for execution of the work. Such requirements shall comply with all Federal, State and local laws.

- B. Dust Control: Not required, however, all areas of construction shall be left clean and all debris contained and removed from site on a daily basis.

2.04 Public Safety and Protection

- A. During all stages of construction protect all areas affected by the work against hazards of any kind that may affect property or life. Provide and install necessary signage, barricade, fencing, etc. to deter unauthorized entry and warn of hazards.

2.05 Domestic Hot Water Services:

- A. Until one H.W. boiler is operational to provide Domestic Hot Water services, the existing electric DH water heater shall remain in service. Cut over from existing to new DHW services shall be performed after hours during one building occupied / unoccupied period.

2.06 Removal of Temporary Services

- A. The contractor shall remove all temporary services at the completion of the project, of which all materials shall be the property of the contractor.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Administrative provisions for Substantial Completion and for final acceptance.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers work, or designated portion of work, is substantially complete, submit written notice with list of items to be completed or corrected.
- B. Should Owner inspection find work is not substantially complete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
- D. When Owner finds work is substantially complete, Owner will prepare a Certificate of Substantial Completion in accordance with provisions of the General Conditions.

1.03 FINAL COMPLETION

- A. When Contractor considers work is complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - 5. Operation of systems has been demonstrated to Owner's personnel.
 - 6. Work is complete and ready for final inspection.
- B. Should Owner inspection find work incomplete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second certification of final completion.
- D. When Owner finds work is complete, Owner will consider closeout submittals.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
- B. Warranties and bonds. Submit originals and in PDF format.
- C. Spare parts and maintenance Materials.
- D. Evidence of payment and Releases of Lien.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

1.06 GUARANTEE

- A. Neither the final requisition for payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the building by the Owner shall constitute an acceptance of work done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
- B. Although subcontractors shall, throughout these Specifications, be required to provide guarantees for their respective work, the Contractor, in the last analysis, shall be responsible for all work and the guarantee thereof. In the case of disputes between subcontractors as to fault of problems, it is up to the Contractor to resolve these disputes or accept the cost of repair or replacement himself.

PART 2 to 3 – Not Used

END OF SECTION 01 77 00

SECTION 02 05 00

DEMOLITION

PART 1. GENERAL

1.01 General

- A. The Contractor shall coordinate his work with the all trades as required for the reasonable progression of the work. Removal or discontinuance of existing items shall be done by qualified persons.
- B. The Contractor shall be responsible for keeping the unaltered portions of the buildings reasonably free from dust and debris. The Contractor shall take reasonable precautions to protect all involved areas.

PART2.PRODUCTS

2.01 Materials:

- A. Materials used to replace, patch or repair existing -exposed work shall match or be compatible with existing adjacent surfaces when finished, or be redone in accordance with the Finish Schedule on the Drawings and as specified. All such finishes shall be to the approval of the Architect.
- B. New construction and new items shall be as specified in the applicable Sections of these Specifications.

2.02 Items To Be Delivered to the Owner

- A. All desired salvage items such as plumbing, electrical and misc. fixtures, doors and hardware, etc. shall be returned to the Owner. If there is a question about any particular item(s), the Contractor shall determine from the Owner whether it is to be saved and returned to the Owner or disposed of by the Contractor.

PART 3. EXECUTION

3.01 Removing Existing Work

- A. The removal of all portions of the structure to be removed shall be done with utmost care. Use tools and methods that will not transfer any heavy shocks to the remaining portions of the building. All possible care shall be taken to avoid excessive vibration and other disturbances to the structure. Repair any

damage caused by removal of any item. Such repair shall be at the expense of the Contractor doing the work.

- B. Do not allow debris to accumulate. Sprinkle debris during handling and loading.
- C. When removing materials and making openings in walls, or other portions of the buildings. Take all necessary precautions and use whatever protection devices, shoring, guard rails and similar devices as may be required to assure that the remaining and adjacent portions of the existing work which is to remain is substantially supported and/or not loaded beyond safe limits.
- D. Materials indicated on the Drawings to be removed shall be taken down in a workmanlike manner so as not to damage the existing materials noted to remain. Any items noted to remain which are damaged during the course of construction, shall be replaced at no cost to the Owner.
- E. Where new work joins or abuts existing work, do cutting carefully, accurately, and true to lines indicated.

3.02 Disposal of Debris

- A. Remove non-salvageable refuse and debris from the site. It is the responsibility of the General Contractor and his sub-contractors to make all required arrangements for legal disposal of such materials in connection with their respective interests in the work.
- B. Do not allow debris of any nature to accumulate to the detriment of the work or to the good appearance of the facility. Debris shall be gathered and disposed of at frequent, regular intervals as required by the work. Disposal shall occur at least every week, regardless of the amount of accumulation.

3.03 Cleaning Up

- A. Rubbish, debris, waste materials, and salvaged materials from and about the building; and tools, scaffolds, apparatus, and appliances used shall be removed by the Contractor. The premises shall be left in clean condition and made ready for the work as described under the applicable Sections of these Specifications and as shown on the Drawings.

--END OF SECTION--

SECTION 09 50 00
ACOUSTICAL CEILINGS

PART 1. GENERAL

1.01.1 Submittals

- A. Furnish to the Owner, one (1) extra carton of each type of unit specified.

PART 2. PRODUCTS

2.01 Materials

- A. 24" x 24" and 24" x 48" Acoustical Units - 5/8 in. thick, white lay in mineral fiber units. Units shall be Optima 3354 by Armstrong, #747. Color White.
- B. Exposed grid mounting system - Standard steel tee sections with 15/16 in. wide exposed faces and white enameled finish by Chicago Metallic or equal. Main tees shall be heavy duty, minimum of 1 1/2" deep. Supporting wires shall be of size and spacing recommended by the manufacturer.

PART 3. EXECUTION

3.01 Installation

- A. Install tile and grid system(s) specified with competent workmen as recommended by the manufacturer. Ceilings shall be level and true. Tile and grid cuts shall be accurate and neat. Layout shall conform to detailed reflected ceiling plans.
- B. Installer shall coordinate his work with electrician in areas having lights recessed in ceilings. Provide full support for light fixtures to main runners of suspension system.

3.02 Cleaning

- A. On completion, clean all material and accessories. Leave ceilings free of finger marks, dirt, in perfect condition and acceptable to the Engineer.
- B. Replace abraded or damaged materials as directed by the Engineer.

-END OF SECTION-

DIVISION 23 00 00

HEATING, VENTILATING, AND AIR CONDITIONING

PART ONE: GENERAL

1.01 Scope

- A. The work covered by this section of the specification shall include all equipment, materials, labor, transportation, permits, inspections and incidentals required to complete all operations in connections with the installation of a ventilation system as shown on the drawings and/or as herein specified. The Contractor shall assume complete responsibility for receiving, storing, handling, and installing all equipment. All work shall be executed to conform to all required local, state, and federal laws, regulations, etc., applicable to work in this section.
- B. The general provisions of the contract, including the General Conditions, Contract Conditions, and Drawings apply to work specified in this section.
- C. Commissioning: Time shall be allotted for this project for commissioning of systems, equipment, devices, etc. Mechanical Contractor, as well as all involved Sub-Contractors, shall collaborate and coordinate with Owner's Commissioning Agency.

1.02 WORK SPECIFIED IN THIS SECTION

- A. Energy Recovery Unit & Equipment
- B. Air Conditioning Equipment
- C. Ductwork
- D. H.W. Piping
- E. Automatic Temperature Controls
- F. Demolition
- G. System Startup & Commissioning

1.03 WORK SPECIFIED ELSEWHERE

- A. Section 07 84 00: Fire Stopping
- B. Section 26 00 00: Electrical Systems

1.04 REFERENCE:

American Society for Testing and Materials (ASTM)
Underwriters' Laboratories, Inc. (UL)
Air Moving and Conditioning Assoc. (AMCA)
American Society of Heating, Refrigerating, and Air
Conditioning Engineers (ASHRAE)
American Society of Mechanical Engineers (ASME)
National Electrical Manufacturers Association Institute of Electrical and Electronics
Engineers (IEEE)
American National Standards Institute (AWWA)
Local and State Fire Code

SECTION 22 00 00
PLUMBING SYSTEMS

Part I - GENERAL

1.01 DESCRIPTION: Provide and furnish all necessary labor and materials in connection with a complete plumbing system as described in this section and as shown on drawings. Construction Coordination and Collaborate: This Contractor shall coordinate and collaborate all efforts of installation with all other trades during the construction phase of this project. Time will be allowed for a coordination meeting with all other trades involved during the early stage of construction installation.

1.01.1 Commissioning: Time shall be allotted for commissioning of systems, equipment, devices, etc. Plumbing Contractor, as well as all involved Sub-Contractors, shall collaborate with Commissioning Agency.

1.02 WORK SPECIFIED IN THIS SECTION:

- A. Plumbing fixtures and trim.
- B. Sanitary waste, vent, storm drain systems.
- C. Hangers, supports, sleeves, escutcheons, etc.
- D.
- E.

1.03 WORK SPECIFIED ELSEWHERE

- A. Section 07 84 00: Fire Stopping
- B. Section 23 00 00: Heating & Ventilation
- C. Section 26 00 00: Electrical
- D.
- E.
- F.

1.04 REFERENCES:

Unless otherwise specified or indicated, materials and workmanship shall conform with the latest edition of the following standards and specifications:

- 1. American National Standards Institute (ANSI).
- 2. Underwriters Laboratories, Inc. (U.L.).
- 3. American Society for Testing and Materials (ASTM).
- 4. National Fire Protection Association (NFPA).
- 5. State of Maine Plumbing Code

1.05 SUBMITTALS:

- A. Submit shop drawings in accordance with the requirements of the General Conditions. Submittals shall include manufacturer's specifications and installation instructions on all specified items.

B. Provide submittals on the following items:

1. Plumbing fixtures and associated faucets & trim
2. Domestic Hot & Cold Water Piping & Specialties
3. Insulation
4. Valves and Piping
5. Miscellaneous Equipment

C. Provide warranties and guarantees for standard manufacturers' products specified in the section.

Part II - PRODUCTS

2.01 SANITARY WASTE, & VENT PIPING:

- A. Except as otherwise noted, all sanitary waste and vent piping shall be schedule 40 cast iron piping and fittings shall be used. Schedule 40 PVC piping and fittings may be used if an approved fire stop device is used at the floor penetrations. Provide clean outs as shown, and at changes in direction and as required by local and State code.
- B. Except as otherwise noted, all Condensate drain piping shall be installed as shown on plans. Piping, which is located exposed in Mechanical, Electrical Rooms, concealed in wall partitions, or is exposed to physical damage shall be piped with schedule M copper and fittings. Condensate piping concealed in accessible grid T-bar ceiling maybe schedule 40 PVC piping.

2.02 ESCUTCHEONS:

- A. Escutcheons shall be installed around all exposed pipe passing through a finished floor, wall, or ceiling. Escutcheons shall be heavy cast brass, chromium plated, adjustable, and shall be of sufficient outside diameter to cover sleeve opening and shall fit snugly around pipe, and lock with set screw.

2.03 TRAPS:

- A. All traps connected to the sanitary system shall be vented as shown on the Drawings and as required by the local and state plumbing codes.
- B. Type of fixture traps shall be cast brass, for concealed, and cast brass chrome plated for accessible, water-seal, self-cleaning "P" trap. Each trap shall have an accessible cleanout of ample size, protected by the water seal.

2.04 EXPANSION PROVISION:

- A. Where branches are taken off hot and cold water risers, the tee in the riser shall be located with adequate clearance from the structure or other piping to allow for expansion of the riser without strain on the branch piping.
- B. Branches shall be taken off the risers with at least three fittings to form an adequate swing joint.
- C. For each hot water riser suitable swing shall be provided at top and bottom connections from mains to risers to allow for expansion in both main and riser.

- D. Where soldered or brazed joints are used for the piping systems, proper swing joints as described above for branches from risers shall be provided, or adequate length loops shall be installed to prevent undue strain on the tubing or joints to expansion and contraction.
- E. Main domestic hot water and return pipe lines that run more than fifty shall be provide with means of expansion by either pipe expansion loop or U type flex connector made of bronze braided corrugated high tensile material by KeFlex or approved manufacture.

2.05 HANGERS AND SUPPORTS:

- A. Provide all pipe hangers and fixture supports, and be responsible for proper and permanent location.
- B. All piping shall be rigidly supported from the building structure by means of approved hangers and supports. Horizontal piping shall be hung with adjustable wrought iron or malleable iron pipe hangers, unless otherwise specified, spaced as follows:
 - 1. Cast Iron or PVC pipe: 6 feet at joints.
 - 2. Copper tubing: 6 feet on center.
 - 3. Steel Piping, sch. 40: $\frac{3}{4}$ " and less 8 ft. on center, 1" and larger 12 ft. on center
- C. Vertical stacks of soil, waste, vent and conductor piping shall have friction clamps on each floor. Vertical supply risers shall be supported at each floor by friction clamps or inserting around the supply pipe, a coupling which shall rest on pipe sleeve. Soil, waste and conductor stacks shall be firmly supported at their base, either by a suitable hanger placed on the horizontal line near the riser, or by a base fitting set on a pedestal or foundation carried down to a firm bearing.
- D. Hangers for piping, sizes 4 inches and smaller, shall be Carpenter-Patterson No. 1A Bank Type, Grinnell Co., Calco Steel Products Co., or equal, black steel with hanger rods with machine threads. For un-insulated, copper tubing, the hangers shall be copperized. Hanger for use on insulated service lines shall be sized to allow for insulation thickness, except that branch runouts to individual fixtures and water piping within concealed pipe chases shall be supported with split ring hangers attached directly to tubing.
- E. Chain, strap, perforated bar, or wire hangers will not be approved. Approved gang hangers may be used in lieu of separate hangers on pipes running parallel to each other and close together. Where used for copper tubing, the gang hangers shall have copper saddles or shall be sheet-lead coated.
- F. All fixtures and equipment shall be supported and fastened in a satisfactory manner. Where wall-hung fixtures are secured to partitions, they shall be fastened with 1/4 inch through bolts provided with nuts, washers and plates at back, except where chair carriers are specified. Bolt heads and nuts shall be hexagon and exposed bolts, nuts, washers and screws shall be chromium-plated brass. Where secured to concrete or masonry walls, they shall be fastened with brass bolts or machine screws in lead sleeve type expansion shields and shall extend at least 3 inches into solid concrete or masonry work. Water closets shall be installed with double gasket seals between floor and closet.

2.06 SLEEVES:

- A. All sleeves shall be one-piece Schedule 40 steel pipe. The sleeves shall be fitted securely to prevent slipping or moving.
- B. All piping through masonry walls, beams and partitions shall be sleeved. All sleeves shall finish flush with the finish line.
- C. Space between sleeves and piping shall be sealed watertight and/or gastight as described below:
 - 1. Un-insulated metal piping shall be sealed watertight and/or gastight by packing space between pipe and sleeve with approved packing. Special care shall be taken not to drive lead below top of sleeve. Mechanical seals may be used.
 - 2. Insulated piping and plastic piping shall be sealed watertight and/or gastight by packing space between pipe sleeve and insulation with an approved packing. Fill the remaining space with approved waterproof resilient adhesive sealant.
- D. Sleeves shall be of size to allow for continuous full thickness of pipe insulation through sleeve.
- E. Provide waterproof sleeve or casting on each pipe entering or leaving building through foundation walls and tank pits, or wet wells. Seal space between each pipe and its waterproof sleeve. Each end of sleeve shall be sealed as described above. Each pipe shall be concentric with sleeve. Sleeves shall be waterproof type with welded or cast flange and of size and length to suit pipe and wall thickness. Sleeves shall be all galvanized after welding.

2.08 INSULATION:

- A. Provide thermal insulation on cold, hot, and return water. Insulation shall be continuous through supports.
- B. Insulation shall be omitted on branch runouts designated as chromeplated, except as otherwise specified.
- C. Pipe covering shall be Armaflex #AP-2000 or equal, 1/2" thickness for all hot and cold pipe sizes 3/4" and less. 3/4" thick for 1" to 1-1/4", and 1" thick for 1-1/2" and larger.
- D. Fittings for hot water and hot water recirculating piping shall be covered with Armaflex fitted of same thickness and finish as adjacent pipe covering.
- E. Valves, flanges and fittings for cold water and hot water piping shall be covered with mitered sections of Armaflex. Insulation shall be of same thickness and finish as adjacent pipe covering.
- F. The insulation lap shall be sealed with an externally applied sealer.
- G. Storm Drain; provide 1/2" thick Armaflex # AP-2000 closed cell insulation for all storm drain piping, fittings, and roof drains. Install per manufacture's recommended procedures.

2.09 PIPE IDENTIFICATION:

- A. Provide color coded pipe identification markers on all piping in the building installed under this Section. Pipe markers shall be semi-rigid plastic identification markers equal to "Set Mark" Type "SNA" by Seton Nameplate Corporation or equal.
- B. Provide an arrow marker with each pipe content marker to indicate the direction of flow. If flow can be in either direction, use a double headed arrow marker.
- C. Piping shall be labeled at 20 foot intervals, adjacent to each valve, on each riser. This work shall be done after architectural finish painting where such is required on the pipes.
- D. The following color coding shall be used with names in black letters on backgrounds indicated:

<u>Service</u>	<u>Legend</u>	<u>Background Color</u>
Domestic CW	Domestic C.W.	Green
Domestic HW	Domestic H.W.	Green
Domestic HWR	Domestic H.W.R.	Green
Storm Drain	Storm Drain	Green
Condensate Drain	Condensate Drain	Green

- E. In general, 3/4 inch high legend shall be used for pipe lines.
- F. All markers to be OSHA approved.

Part III - EXECUTION

3.01 GENERAL:

- A. The work shall be executed in compliance with the latest edition of the Maine State Plumbing and other applicable Building Codes and all local regulations, etc., applicable to work in this section.

Permits: Obtain and pay for all required permits, licenses, etc.. In case of conflict between the Contract Documents and a governing code or ordinance, the more stringent standard shall apply.

- B. Unless otherwise specified or indicated, materials and workmanship shall conform with the latest edition of the following standards and specifications:

1. American National Standards Institute (ANSI).
2. Underwriters Laboratories, Inc. (U.L.).
3. American Society for Testing and Materials (ASTM).
4. National Fire Protection Association (NFPA).

- C. All work shown on Drawings is diagrammatic. It is not intended to specify or to show every offset, fitting, and component. However, it is the intent of these Specifications and Drawings accompanying same that all required components and materials shall be furnished and installed under this Section, whether or not indicated or specified, in such a manner as to make the entire installation fully complete, operable and maintainable in all respects to satisfaction of Owner.

- D. Refer to appropriate sections for specifications on cutting and sealing openings for piping and other equipment penetrating walls, floors, and roofs. Building Structure Penetrations; General Contractor to provide cutting & finish patching of all building structure penetrations involving removals and new installations of system items, devices, etc. associated with this trade. This contractor shall provide necessary and proper fire stop(s), water seal or weather stop(s), etc. associated with system device penetration. This trade shall coordinate all system component penetrations through building structure(s) with General Contractor and Owner.
- E. Refer to Section 02072 and the General Conditions for provisions governing work in existing buildings, including removal of existing equipment and advance notice of service interruption.

3.02 TESTING – ADJUSTING & COMMISSIONING:

- A. Due to the extent of the work, testing shall be done in sections before any work is covered in and in order that the various parts of the work can go ahead without delay.
- B. Sanitary & Storm drain piping: Before the installation of fixtures, close all openings of the system and fill all lines with water to roof and allow to stand until a thorough inspection has been made. No appreciable drop should be noticed within a 60-minute period, as witnessed by Architect or Owner.
- C. Water piping shall be tested to a hydrostatic pressure test of 125 pounds per square inch and it shall hold tight for a period of 2 hours.
- D. All piping shall then be blown out and made clean and free from scale, water or sludge.
- E. If inspection or test show defects, such defective work or materials shall be replaced and inspection and test repeated.
- F. The Inspector or Plumbers shall be notified sufficiently in advance of all tests in order that he may observe them.
- G. All tests to be witnessed by Architect or his authorized agent, or Owner. Contractor shall provide an allowance for Commissioning before project completion. An allowance of 4 hours minimum of onsite time for commissioning shall be allotted.
- H. All operating equipment installed under this Section shall be placed in operation and shall function continuously in an operating test for a period of two weeks.
- I. Carry out operating test prior to scheduling the project final inspection and after completion of all installation and running adjustments, balancing and any other work required to place the equipment in complete operating condition to meet all requirements under this specification. During this running test period the Contractor shall deliver to the Architect two complete sets of operating, service and replacement data for all equipment which will require operating maintenance or replacement, and one copy of this literature shall be available during the instruction of operating personnel. During all working hours of the operating test

Contractor instruction personnel shall be available for and provide thorough and detailed training to operating and maintenance personnel in operation, maintenance, and adjustment of all equipment installed.

3.03 COMPLETION:

- A. Valve tags and charts: All valves shall have tags noting service and number which shall be noted on record Drawings and Charts.
- B. Provide properly executed certificate of inspection from authorities having jurisdiction.
- C. Instruct such persons as the Owner designates in the proper operation and maintenance of the systems and their parts. Submit to the Architect a letter naming the person or persons so instructed and the dates of such instruction.
- D. Prepare and deliver four sets of complete literature showing operating, service and replacement data for all equipment which will require periodic maintenance or replacement.
- F. Documentation : Proper and adequate documentation must be provided, this will include:
 - a. Accurate as-built drawings and sequences submitted in hardcopy and electronic digital form updated via a standard 2024 Computer Aided Drafting (CAD) program)
 - b. Owner's manuals including technical spec sheets
 - c. Operator manuals

END OF SECTION

The Board of Fire Underwriters
Local and State Plumbing Codes
American Welding Society
Building Officials Code Administration (BOCA)
Office of Safety and Health Administration (OSHA)

1.05 SUBMITTALS

- A. All items shall be submitted for approval to the Owner as mentioned in the General Conditions, apply are as follows:
1. All equipment, including fan curves data.
 2. Piping specialties (thermometers, gauges, valves, flexible connections, strainers, etc.)
 3. Hot water specialties
 4. Pipe, fittings, and hangers
 5. Grills, diffusers, and registers
 6. Duct accessories, (volume damper, turning vanes, access doors, etc.)
 7. Thermal insulation for all systems
 8. Piping, valve, and equipment identification
 9. Schematic control diagrams and control schemes
 10. Contractor's duct fabrication and piping standards
 11. Shop drawings for ductwork and piping

PART TWO: PRODUCTS

2.01 ENERGY RECOVERY UNITS: ERU-2 & 3

- A. Furnish and install air to air energy recovery unit as shown on plans. Unit shall be factory assembled tested and shipped in one piece and designed for exterior application.
- B. The electrical power supply for the unit shall be: (208 volt- 3 phase - 60 Hz). Wiring for the standard unit shall require only a power connection to the service disconnect, supplied by electrical contractor, and interconnecting control wires from the unit's main control panel. All components shall be fully wired and tested prior to shipment. Manufacture shall supply unit electrical panel containing power terminal connections for controls and control wiring for interfacing with an A.T.C. System.
- C. Fan Motors: high efficiency, 1750 RPM, open NEMC 1 type motors, driven via included variable frequency drive. The supply and exhaust fan sections shall be low pressure, plenum, draw through type with galvanized steel cabinet. Fan cabinet shall be internally insulated. Fan shall be factory balanced. The unit shall be provided with access doors for inspecting fan components, filters and coils, etc.
- OA Fan arrangement shall be horizontal, rear inlet-bottom outlet, with motor position internally mounted. EA Fan arrangement shall be horizontal, bottom inlet-side outlet, with motor position internally mounted. Motors shall be high efficiency type, 1.5 HP, 208v, 60 hz, 3 phase.

2000 cfm at an ESP= 1.45" with SA fan rpm of 1220, and motor brake horsepower of 1.3 BHP. Motor drive variable fan speed adjustment.

2000 cfm at an ESP= 1.15" with SA fan rpm of 1228, and motor brake horsepower of 1.2 BHP. Motor drive variable fan speed adjustment.

Unit Section dimensions: 45"h x 67"w x 67" l. Weight 1499 lbs.

- D. Required Optional Equipment: OA & RA low leak dampers with end switches, frost control, roof curb, smoke detectors (2), 120v, 1 ph service outlet, outside CO2 sensor, dirty filter sensors, and OA & EA fan variable frequency drives (0 to 10vdc control).
- E. OA & Return Air Filter: 2" deep, MERV 13 filters, plus spare set.
- F. The ERU energy recovery unit shall be Greenheck, series ERV model #ERVe-45-15L. Daikin, S&P, RenewAire manufactured acceptable, equivalent equipment based upon physical limitations and unit arrangement subject to approval. Provide manufacture's factory start up.
- G. Unit Schedules: Per plan M-5

2.02 AIR CONDITIONING UNIT: AC-OU2 & 3 / AC-IU 11 thru 36

- A. Air conditioning system shall consist of drop in ceiling mounted and wall mounted fan/evaporator units and roof mounted outdoor matching condenser. Equipment base upon Samsung.

AC-OU-2 & 3: Condenser Unit capacity: 120,000 btu/hr cooling / 135,000 btu/hr heating. Samsung VRV Heat Pump Condensing Unit series: model #AM120BXVTFH/AA. Unit specifications: IEER 24.9, 208 v, 3 ph., refrigeration R 410A. RLA; 76.0, max fuse size; 90 amps, pre-refrigeration piping flare type, 1/2" liquid, 1-1/8" suction. Provide accessories, remote wall controller, optional low ambient control, and pre-charged liquid, and suction lines.

- B. AC Cassette Units: Ceiling mounted fan evaporators indoor unit series AM0xxNNNDCH/AA , wall mounted fan evaporators indoor unit series AM0xxTNVDCH/AA 208V - 1 ϕ , remote wall controllers. Provide refrigerant piping tees model # , navigation remote wall controller # , pre-charge refrigerant 1/4" liquid and 1/2" suction lines as specified. Refer to Equipment schedules Plan M-4.
- C. Equipment Accessories to be provided: 1) condensate pumps, 2) remote wall controllers, 3) iTouch Manager for Samsung system interface, 3) equipment start up, 4) AC cassettes will be provided with motion detection sensors.

- D. Unit Schedules. AC Units

Per Plan M-4 Schedule

2.03 UNIT VENTILATORS: UV #A & B (Alt. #2)

- A. HW unit ventilators shall be manufactured by Daikin. Units shall be as follows:
- B. HW-heating coil; copper coil with aluminum fins, 180 degree F EWT, EAT=70 db/ 52 wb, LWT=145 degree F HWR, at scheduled gpm. Supply and return water manifolds header shall be provided, and coil shall be pitched for proper air venting.
- C. Wiring: Existing electrical power wiring shall be brought to motor by others. Unit disconnect by manufacture. Control wiring and associated controls shall also be by others.
- D. Unit Schedules. Daikin AVB series Model numbers per schedule, Trane units acceptable.

UV#	SIZE cfm	MBH HW	GPM	DESIGN cfm	UNIT SIZE	
A	750	74.0	5.0	750	64"w x 30"h x 22"d	Floor Mount
B	1200	124.0	8.5	1200	88"w x 30"h x 22"d	Floor Mount

All UV enclosures shall have primer coat and standard baked enameled finished approved color by Owner. Unit power: 120volt / 60hz / 1 phase. Provide ECM motor speed control switches, heavy duty architectural aluminum anodized front inlet and discharge grilles, unit filters, MERV 11. Unit thermostat and associated controls by A.T.C. Provide OA, RA, and Face & Bypass, low leak, dampers. ATC devices and software by A.T.C. Contractor. Existing outdoor louvers shall be reused and field connected.

2.04 REHEAT COILS:

Coils to be constructed of copper tubes, aluminum fin, and galvanized steel frame. Operating pressure 125 psi, temperature 300 F. Coils to be provided and enclosed by insulated framed cabinet. Cabinet shall be constructed with 18 ga. galvanized steel with 4" minimum deep drip pan and side drain discharge. Provide reheat coils as shown on plans per schedule manufactures as US Coil, Sterling, Trane or approved equal units as follows;

RHC#	SIZE cfm	MBH	GPM	DESIGN cfm	DUCT SIZE Face Area	Overall Size
08	1200	27.0	2.7	500	14"w x 12"h	18"w x 14"h x 4"d
09	1200	27.0	2.7	500	14"w x 12"h	18"w x 14"h x 4"d
10	2000	72.0	7.2	1500	24"w x 18"h	28"w x 32"h x 4"d

2.05 REFRIGERATION PIPING

A. General: Furnish, install, support and test a refrigerant piping system of the type and size and in the location shown on the Drawings and per manufactures equipment recommendations.

B. Refrigeration work shall be performed by a firm regularly engaged in the installation and service of refrigeration systems of the type specified. Install refrigerant piping in an approved manner in accordance with the best practice of the trade.

C. Installation shall include the following:

1. Thoroughly clean the inside surfaces of copper tubing using an approved degreasing solvent or refrigerant-113, or approved equal.
2. During soldering, the pipe and fillings shall be kept full of inert gas, N or CO₂ to prevent formation of scale.
3. Thermal expansion and contraction forces shall be absorbed through proper use of directional changes or U bends in the piping layout.
4. The piping shall be properly anchored to minimize the transmission of vibration from the compressor into the piping system.
5. Under minimum load conditions, gas velocity shall not be less than 500 FPM through horizontal lines and 1,000 FPM through vertical lines.
6. Pitch all horizontal lines a minimum of 1/2" in 10' in the direction of refrigerant flow.
7. Horizontal dimensions of traps shall be as small as possible.
8. Keep hot gas bypass valves close to the compressor discharge.
9. Insulate hot gas lines exposed to outdoor ambient with 1" thick unicellular plastic insulation.
10. Insulate all suction lines with unicellular plastic insulation per manufacture's equipment Installation guidelines.

D. Testing: After the refrigeration system is installed and before any piping is insulated, covered, or anchored, thoroughly leak test the entire system, make any necessary repairs, and retest as necessary.

1. Do not include the compressor in the leak test and exercise care not to damage any controls or relief valves by the test pressure.
2. Use oil-pumped, dry nitrogen with a pressure regulator controlling the system pressure.
3. Each solder connection shall be tapped with a rubber mallet and checked for leaks using a soap solution.
4. Repair all leaks by disassembling the connection, cleaning and remaking the fitting.
5. After all leaks have been repaired, charge the system with refrigerant, initially to 10 psig, then boost to 150 psig (or that required by local codes) using nitrogen. Check the entire circuit for leaks using a halide torch or electronic leak detector. Repair any leaks and repeat test until all leaks are eliminated.

E. Once all leaks have been repaired, charge the system to 150 psig and seal off. If there is no detectable pressure change after 24 hours, the system will be considered free of leaks.

F. Materials shall be as follows:

1. Type "L" hard copper tubing (ACR grade) shall be used in all refrigerant systems.
2. "Stay-Brite" or 95-5 solder shall be used in making all joints.
3. Forged or wrought copper fitting shall be used.
4. Armaflex Type "FR" fire retardant insulation shall be used as indicated.
5. Specialties shall be Sporlan or Alco.
6. Flexible piping connectors shall be used where compressors have vibration isolators.

2.06 HW & CW WATER PIPING SYSTEMS

- A. PIPING: All Steam, condensate, HWS & HWR, CWS & CWR piping 2 1/2" to 4" shall be steel schedule 40-ASME 120 pipe with either screwed type Malleable iron fittings, or welded pipe and fittings. Victaulic fittings will be acceptable for HW and CW systems. HWS & HWR, and CWS & CWR piping 2" and smaller shall be steel schedule 40 ASME 120 pipe with screwed type fittings or type L copper with sweat copper fittings, acceptable.

All piping shall be installed so as to provide allowances for expansion and contraction and shall be thoroughly cleaned and reamed before installation.

- B. VALVES: Gate valves shall be all bronze body, non-rising stem, renewable composite disk, union bonnet, 125 Lb. W.S.P.. Valve body shall be designed such that repacking valve under pressure is possible. With the exception of steam, Shut off valves 2" and smaller may be ball type, inline service (3-piece), bronze, full port, with fiberglass reinforced teflon seats. Acceptable valves shall be : Apollo-3, Watts Series B-6800, Fairbanks No. 0851 "Sphero", Hammond Series BV-811. Shut off valves 2-1/2" and larger shall be cast iron body OS & Y type with rising stem. ITT Grinnell, Fairbanks, Jenkins manufactures are acceptable.

Shut off valves shall be installed on all main and sub main branches and as shown on the Drawings, details and where specified: Provide shut off valves on branch lines and as detailed.

- C. BALANCING VALVES: Balancing valves shall be provided for all terminal heating and cooling unit, and branch mains as indicated. The flow measuring device shall have a calibrated orifice, disconnects, chain metal tag-ball valve shutoff with memory locking device. Balancing valves shall be Gerand, or Taco.
- D. CHECK VALVES: Check valves shall be 300 lbs non shock type, capable of changing disc without removing valve body. Jenkins, Mueller Muesco 101AP or approved equal.
- E. AIR VENTS: Float type air vents shall be automatic and installed at all high points in the system and at the top of each coil and drain valve at all low points. Vents shall be Bell and Gossett Company, Amtrol #706 or equal.
- F. DRAIN VALVES: Drain valves shall be installed in all low points in the system and on supply and return connections for chemical cleaning. Drain valves shall be ball type with hose connector and cap and chain.

- G. **STRAINERS:** Provide wye strainers for all hot and chill water coil equipment. Wye strainer shall be 125 lb. iron body, with 20 mesh stainless steel screen, threaded ends or sweat ends.
- H. **PRESSURE GAUGES:** Provide pressure gauges (commercial Grade B) in supply and return connections to each pump. Gauges shall have a scale with a mid-point of approximately 50 psig. Pressure gauges shall be of the 4-1/2" size cast aluminum cases, phosphor bronze bourbon tubes, brass movements, white dial faces with black lettering and adjustable black pointer and brass sockets. Pressure gauges shall be Trerice #6001 or approved equal. All gauges shall be provided with Trerice #872 pressure snubber or approved equal. All pressure gauges shall be equipped with Trerice #865T handle gauge cocks or approved equal. All gauges shall be provided with vibration dampener and shall be as manufactured by March, U.S. Gauge, Weiss and Trerice.
- I. **THERMOMETERS:** Thermometers shall be stainless steel, bi-metal, 5" diameter face adjustable angle, with separable brass sockets, 4" stem length; the range shall be -40 degrees F to 60 degrees F for chill water piping. Thermometers shall be manufactured by Marsh, Weiss, Tel-Tru, Trerice (B85600) or approved equal.
- J. **VIBRATION FLEX JOINTS;** Vibration joints for pumps, AHU coils shall be bronze or stainless steel braid hose type, rated for 125 psi minimum, manufactured by Flexonics PCB series or equal.
- K. **DRAIN VALVES:** Drain valves shall be installed in all low points in the system and on supply and return connections for chemical cleaning. Drain valves shall be ball type with hose connector and cap and chain.
- L. **DIELECTRIC UNIONS:** Dissimilar piping materials: Where there is a junction of two different metallic piping materials, and where electrolysis may occur, provide dielectric unions or companion flanges with nonconductive gaskets.

2.07 HANGERS AND SUPPORTS:

- A. Provide all pipe hangers and equipment supports, and be responsible for proper and permanent location. All piping and equipment shall be supported and fastened in a satisfactory manner.
- B. All piping shall be rigidly supported from the building structure by means of approved hangers and supports. Horizontal piping shall be hung with adjustable wrought iron or malleable iron pipe hangers, clevis or roller type unless otherwise specified, spaced as follows:

Pipe Size	Rod Diameter	Maximum Spacing	Hanger Type
3 / 4"	3 / 8"	5'-0"	Clevis
1"	3 / 8"	6'-0"	Clevis
1-1 / 4"	3 / 8"	8'-0"	Clevis
1-1 / 2" & 2"	1 / 2"	12'-0"	Clevis
2-1 / 2" & 3"	1 / 2"	12'-0"	Clevis w/ roller
4" & 5"	5 / 8"	15'-0"	Roller w/ spring

- C. Vertical piping shall have friction clamps on each floor. Vertical pipe risers shall be supported at each floor by friction clamps or inserting around the supply pipe, a coupling which shall rest on pipe sleeve. shall be firmly supported at their base, either by a suitable hanger

placed on the horizontal line near the riser, or by a base fitting set on a pedestal or foundation carried down to a firm bearing.

- D. Hangers for piping shall be Carpenter-Patterson No. 1A Bank Type, Grinnell Co., Calco Steel Products Co., or equal, black steel with hanger rods with machine threads. For un-insulated, copper tubing, the hangers shall be copperized. Hanger for use on insulated service lines shall be sized to allow for insulation thickness, except that branch runouts to individual fixtures and water piping within concealed pipe chases shall be supported with split ring hangers attached directly to tubing.
- E. Chain, strap, perforated bar, or wire hangers will not be approved. Approved gang hangers may be used in lieu of separate hangers on pipes running parallel to each other and close together. Where used for copper tubing, the gang hangers shall have copper saddles or shall be sheet-lead coated.
- F. All insulated piping hanger supports shall be provide with hanger insulation protection saddles thickness of the associated pipe insulation. Carpenter & Paterson 350 series.
- G. Pipe and pipe support hanger shall be constructed of the same material such that electrolysis may not occur between hanger, protection saddle, etc. and piping.

2.08 PIPE INSULATION

- A. Unless otherwise noted or specified, insulate all piping conveying heating fluids with pre-molded fiberglass pipe insulation with all service jacket. Insulation average thermal conductivity shall not exceed 0.24 Btu per inch of thickness per square foot per degree F per hour at a mean temperature of 75 degrees F. Fire and smoke hazard for composite insulation (, jacket or facing and adhesive) shall not exceed a flame spread of 25 and smoke developed of 50 per ASTM E84, NFPA 255 and UL 723. Insulation shall be Johns- Manville, FLAME SAFE, AP, Owens-Corning Fiberglass 25ASJ, KNAUF or approved equal.
- B. Insulation thickness for pipe sizes 1 1/2" and smaller shall be 1" thick with white removable protective jack. Insulated Pipe fittings shall match pipe insulation. HW piping 2" and larger shall be insulated with 1-1/2" thick pipe insulation with white removable protective jack.
- C. Condensate waste piping: Insulate with 1/2" thick pre-molded glass fiber insulation or Armaflex and fittings, flanges, valves, etc.
- D. Refrigeration piping: provide 3/4" thick Armaflex # AP-2000 closed cell insulation. All refrigeration piping, pumps, tanks, fittings, and system cold competent devices shall be insulated. Install per manufacture's recommended procedures.
- E. Steam and condensate: piping 1-1/2" and larger shall be insulated with 1-1/2" thick pipe insulation with white removable protective jack for all piping fittings, flanges, valves,
- F. Exterior Piping: Exterior Piping: Insulation shall be 2" high density, mineral wool pipe insulation with all aluminum, Stocco & Boss 020 removable service jacket. All joints shall have stainless steel wing seals and bands. Insulation average thermal conductivity shall not exceed 0.24 Btu per inch of thickness per square foot per degree F per hour at a mean temperature of 75 degrees F.

2.09 ESCUTCHEONS

- A. Escutcheons shall be installed around all exposed pipe passing through a finished floor, wall, or ceiling. Escutcheons shall be heavy cast brass, chromium plated, adjustable, and shall be of sufficient outside diameter to cover sleeve opening and shall fit snugly around pipe, and lock with set screw.

2.10 SLEEVES:

- A. All sleeves shall be one-piece Schedule 40 steel pipe. The sleeves shall be fitted securely to prevent slipping or moving.
- B. All piping through masonry walls, floors, beams and partitions shall be sleeved. All sleeves shall finish flush with the finish line. All sleeves shall be chalked with an approved water repellent and fire retardant sealant.
- C. Space between sleeves and piping shall be sealed watertight and/or gastight as described below:
 - 1. Un-insulated metal piping shall be sealed watertight and/or gastight by packing space between pipe and sleeve with approved packing. Special care shall be taken not to drive lead below top of sleeve. Mechanical seals may be used.
 - 2. Insulated piping and plastic piping shall be sealed watertight and/or gastight by packing space between pipe sleeve and insulation with an approved packing. Fill the remaining space with approved waterproof resilient adhesive sealant.
- D. Sleeves shall be of size to allow for continuous full thickness of pipe insulation through sleeve.
- E. Provide waterproof sleeve or casting on each pipe entering or leaving building through foundation walls and tank pits, or wet wells. Seal space between each pipe and its waterproof sleeve. Each end of sleeve shall be sealed as described above. Each pipe shall be concentric with sleeve. Sleeves shall be waterproof type with welded or cast flange and of size and length to suit pipe and wall thickness. Sleeves shall be all galvanized after welding.

2.11 PIPE IDENTIFICATION:

- A. Provide color coded pipe identification markers on all piping in the building installed under this Section. Pipe markers shall be semi-rigid plastic identification markers equal to "Set Mark" Type "SNA" by Seton Nameplate Corporation or equal.
- B. Provide an arrow marker with each pipe content marker to indicate the direction of flow. If flow can be in either direction, use a double headed arrow marker.
- C. Piping shall be labeled at 20-foot intervals, adjacent to each valve, on each riser. This work shall be done after architectural finish painting where such is required on the pipes.

- D. The following color coding shall be used with names in black letters on backgrounds indicated:

<u>Service</u>	<u>Legend</u>	<u>Background Color</u>
Heating HWS	Heating HWS	Yellow
Heating HWR	Heating HWR	Yellow
Refrigeration Suction	RSL	Yellow
Refrigeration Liquid	RLL	Yellow

- E. In general, 3/4 inch high legend shall be used for pipe lines.

- F. All markers to be OSHA approved.

2.12 DUCTWORK

Low pressure ductwork shall be defined as ductwork subjected to velocities of 2000 fpm or less, and operating pressure of 2" w.g. or less, positive or negative. Medium pressure duct is defined as ductwork subjected to velocities 2000 FPM and up and operating pressure of 6" positive static pressure.

Duct Pressure-Velocity Classification is as follows:

<u>System</u>	<u>SP Rating</u>	<u>Pressure</u>	<u>Seal Class</u>	<u>Velocity</u>
VAV Supply Ducts	6"	+ Pos.	A	2000 FPM UP
VAV Return Ducts	2"	Pos. or Neg.	B	2000 FPM DN
All other ducts	2"	Pos. or Neg.	B	2000 FPM DN

Ductwork serving all air handling and associated equipment shall be considered low pressure, class A ductwork construction.

2.12a DIMENSIONS

1. The size of ducts marked on the drawings are clear area and will be adhered to as closely as possible. The right is reserved to vary duct sizes to accommodate structural conditions during progress of work without additional cost to Owners. Duct layout is schematic to indicate size and general arrangement only. All ducts shall be arranged to adjust to "field conditions" Sheet Metal Contractor shall coordinate work with Electrical Contractor and other trades.

The duct sizes shown indicate the clear inside dimensions.

2.12b DUCT LEAKAGE

1. All ductwork shall be sealed as outlined in the HVAC Duct Construction Standards Metal and Flexible by the Sheet Metal and Air Conditioning Contractors National Association, Inc. (Hereafter referred to as SMACNA HVACDS). All ductwork shall be sealed to a minimum of class A as outlined in the manual.
2. All medium duct systems shall be sealed as required to provide no more than 5 percent of the total system capacity and tested by an independent agency. All ductwork joins, seams, fittings, etc. shall be sealed with two coats of an asbestos-free mastic sealant. Foster-

Monolar Mastic or equal. Test each medium pressure duct system as outlined in paragraph 2.26 Testing, Balancing, & Adjusting of this Section.

2.12c DUCTWORK:

1. Ducts shall be constructed of galvanized steel in accordance with high and low pressure duct construction standards specified by SMACNA "HVAC Duct Construction Standards-Metal & Flexible, 3rd Edition, 2005. All ductworks shall be constructed of quality materials. All gauges, reinforcing, longitudinal and cross joints, elbows, transitions, hangers, access panels, volume dampers, etc., shall be as shown and specified in the Sheet Metal and Air Conditioning Contractors' National Association, Inc.'s "Duct Construction Standards" under the classification of 2" w.g. (+,-). Provide access panels into ducts at all coils, automatic dampers, controls, instruments, filters, valves, and equipment not easily accessible. Provide manually operated volume control dampers in all duct run-outs to ceiling diffusers. Locate all ductwork to miss all field obstructions, including all piping, conduits, beams, bar joists, etc. Elbows shall be square type with turning vanes. Support ductwork with approved strap hangers fastened to side and bottom by sheet metal screws and to building with leak expansion plugs or other approved means. All framing angles shall be provided by this contractor. All duct runs shall be coordinated with existing conditions and approved by the Engineer.
2. Fittings: Square elbows, round elbows, fittings, branch take-offs, transitions, duct volume dampers, fire dampers, flexible connections, and access doors shall conform with the SMACNA HVACDCS, Section 2.
 - a. Rectangular branches shall be 45 degree take-offs and conical or bell mouth take-offs shall be used for round branches. (Each branch line shall have a Volume damper installed.)
 - b. Round Elbows: Provide 45 degree and 90 degree elbows of 2 piece die stamped construction for ducts 8 inches or less in diameter. For ducts over 8 inches in diameter, provide 5 mitered pieces for 90 degrees and 3 mitered pieces for 45 degrees.
 - c. Round and Oval Ducts: SMACNA HVACDCS, Section 3. Rectangular Ducts: Make joints between sections of duct and between ducts and fittings with either gasketed flanged connection, welded flange joints, or other joints recommended in SMACNA HVACDCS Section 1, and reinforce at the joints and between the joints as recommended.
 - d. Flexible round duct: flexible insulated duct shall be permitted for supply air devices and shall have glass fiber reinforced foil face vapor barrier facing. Flex runs shall not exceed 5 feet.

3. Dampers

Balance / Volume Dampers: unless otherwise noted, all manual Balancing dampers shall be pre-manufactured, constructed of formed steel a minimum of #16 gauge and stiffened as required for pressure class, OBD type. Acceptable manufacture Ruskin series MD 25 and MD 35. Do not use splitter dampers. Shop manufactured dampers will not be excepted.

Control / Mixing Dampers: unless otherwise noted, all control and air mixing dampers shall be pre-manufactured, constructed of formed steel a minimum of #16 gauge and stiffened as required for pressure class, opposed blade type, and neoprene edge seal. Acceptable manufacture Ruskin series CD60 for rectangular and CDR25 for round damper configurations.

Exterior OA / EA Dampers: unless otherwise noted, all outside and exhaust dampers that is associated with ductwork penetrating to the exterior shall be pre-manufactured, insulated, damper, constructed of formed aluminum a minimum of #12 gauge and stiffened as required for pressure class, opposed blade type, and EDPM edge seal. Compete blade shall have an insulating factor of R-2.29 with temperature index of 55. Acceptable manufacture TAMCO, series 9000 for rectangular and CDR25 for round damper configurations.

4. Flexible Connectors

- a. Furnish and install flexible connections on all air handling unit and exhaust fans equipment. Connections shall be made from Ventglas neoprene coated glass fabric, as furnished by Ventfabrics, Inc., or equal.
- b. Materials: Interlocking spiral or helically corrugated type constructed of zinc-coated steel, corrosion-resistant steel, aluminum, or non-collapsible fire-retardant, woven mineral fabric.
- c. Joints: Make airtight slip-joints, seal with pressure- sensitive vapor-seal adhesive tape or duct-sealer, and secure with sheet metal screws. To prevent insulation compression place 2 inch wide by 1 inch thick closed cell foam plastic spacers over the joints under vapor barriers. To provide a vapor tight joint, use a corrosion-resistant steel or aluminum clamp over such spacers.

2.12d DUCT INSULATION

- A. Unless noted otherwise or indicated on plan, all low and medium pressure supply ductwork shall be insulated with 2" of fiber glass wrap insulation with aluminum vapor barrier. All low pressure return, and exhaust ductwork shall be insulated with 1-1/2" of fiber glass wrap insulation with aluminum vapor barrier.
- B. All low and medium pressure supply and return ductwork, located in unheated areas, (unless noted otherwise or indicated on plan), shall be insulated with one layer of 1.5" high density fiberglass duct board with aluminum vapor barrier and thermal conductivity R-value of not less than R = 7.0/inch. All seams taped properly.
- C. All exhaust and fresh OA air ductwork from its associated air handling device to its respective exterior louver shall have one layer of 1" high density fiberglass duct board with thermal conductivity R-value of not less than R = 7.0/inch. All seams taped properly.
- D. All insulated duct fiberglass wrap insulation with foil faced vapor barrier, Owens-Corning type 150 insulation. Flexible insulation shall have glass fiber reinforced foil face vapor barrier facing, Owens- Corning Fiberglass EK FRK-25, or approved equal. Insulation maximum thermal conductivity shall be 0.24 Btu/in/hr/SF degrees F at 75 Degrees F mean temperature. Fire hazard classification shall not exceed a flame spread of 25 and smoke developed of 50 per ASTM E-84, NFPA 255 and UL 723. Insulation shall be Johns-Manville, Flame Safe, AP, Owens- Corning, Knauf, or approved equal.
- E. All ductwork which is indicated on plan or scheduled for acoustic liner shall be environmental approved and have the following characteristics: Liner to exceed ASTM C 1071 for surface burning, temperature resistance, moisture absorption, erosion resistance, corrosiveness, and bacteria and fungi resistance. Liner shall be flexible polyimide foam coated with an acrylic polymer.

Thermal Conductivity (k); .30(btu-in)/(hr-sq. ft-F), R-value / inch; 3.3 (hr-sq ft-F)/(btu), Surface burning; flame spread<25, Temperature resistance; ASTM C 411 Pass, Water vapor sorption; < 2% by weight, Fungi / bacteria resistance; no growth, Density; .80 lb/sq. ft. Solcoustic Duct Liner or approved equal. 1" thick. Ph. 972-516-0702

- F. Exterior Duct Insulation: All exterior ductwork shall be insulated with two layers of 2.0" high density fiberglass duct board with EPDM rubber membrane weather barrier, white in color, and thermal conductivity R-value of not less than R = 7.0/inch. All seams taped properly.

2.12e DUCT ACCESS DOORS

Hinged insulated access doors with seals shall be provided in ducts were indicated on drawings, or as required. Provide access panels for all equipment installed in ductwork such as motorized dampers, reheat coils, turning vanes (upstream) Units shall be provided at each fire damper unless accessible though grilles and as shown on drawings. Doors equal Ruskin ADH series. Size: duct size or 12"w x 12"h min.

2.12f MOTOR OPERATED DAMPERS & LOUVERS

Motor operated control dampers mounted in duct shall be provided by Temperature Control Contractor, but installed by Sheetmetal Contractor.

2.12g DUCT SLEEVES

Provide galvanized duct sleeves through outside walls at all locations as shown on drawings. 20 gage minimum. Where sleeves are installed in bearing walls, provide structural steel sleeves.

2.13 DIFFUSERS, GRILLES, REGISTERS

Diffusers/Grilles/Registers type: Shall be Price series or approved equal. RG & D's shall have square inlet and be T-bar and surface mounted where applicable.

- A. Supply Diffusers and Grilles: Diffusers shall have a full-face pattern controller, two, three and four-way pattern as indicated: Provide adjustable air pattern cones.

S-1 Type: 24"x 24", 6" inlet, Series, T-Bar,	Price #
S-2 Type: 24"x 24", 8" inlet, Series, T-Bar,	Price #
S-3 Type: 24"x 24", 10" inlet, Series, T-Bar,	Price #
SG-1 Type: 8" x 8" inlet, Series, surface mount, double deflection,	Price #

- B. Return air grilles and registers: Price 600 series with aluminum fixed louvers, 45 degrees 1/2" blade spacing with opposed blade damper or approved equal, standard white finish. Grilles and registers shall be surface mount where applicable.

R1 Type:	12"w x 12"h grille, surface
R2 Type:	24"w x 12"h grille, drop in
R3 Type:	24"w x 24"h grille, drop in
R4 Type:	24"w x 48"h grille, drop in

G. Return Grilles: Grilles shall be architectural linear bar type, aluminum constructed and anodized aluminum finish. Provide the following options; linear straighten grid, OB damper Price #LBPH 26B, 1/2" bar spacing, and 3/4" border frames, horizontal bars, 15 degrees.

RG-0 Type 8" w x 8" h inlet grille,

RG-1 Type 18" w x 8" h inlet grille, (to match existing size ductwork opening)

2.14 FIRE DAMPERS:

Install as indicated on drawings fire dampers with fusible link. The damper shall be curtain type which will allow clear free area to be the same as duct size and have a minimum fire rating of 2 hour, UL listed. Rectangular Greenheck model #FD 203 type A or approved equal. Each fire damper shall have adequate access for servicing, 12" x 12" minimum.

2.15 TESTING, BALANCING, & ADJUSTING

2.15.1 SUMMARY:

Testing, adjusting, and balancing shall include all constant and variable volume air systems and water hydronic systems, including domestic hot water returns.

2.15.2 SUBMITTALS:

Within 30 days of Contractor's Notice to Proceed, submit qualifications of TAB company. If not submitted within time frame specified, the Engineer reserves the right to choose a alternative TAB agency at the Contractor's expense.

Within 60 days of Contractor's Notice to Proceed, submit: 1) Strategies and Procedure Plan, 2) System Readiness Check lists, 3) Examination Report, 4) Preliminary Project Example Report, specific to project, 5) Equipment to be used with calibration dates, and 6) Supervisor and field names.

2.15.3 QUALIFICATIONS:

- A. Qualifications: Test and balance agency shall be Armstrong Engineering, an independent agency specializing in the testing and balancing of HVAC systems. The agency must have a minimum of five years business, experience and be staffed with qualified personal. TAB agency shall be a State of Maine operated and owned Maine business.
- B. System testing shall be performed by NEBB or AABC certified technicians with a minimum of five years experience, or directly supervised by a qualified Heating and Ventilating Licensed Engineer fully employed by the TAB agency. All work shall be per National Environment Balance Bureau (NEBB). Agency shall be subject to approval before any testing is performed.

2.15.4 CONTRACTOR RESPONSIBILITIES:

- A. Mechanical Contractor shall provide one complete set of construction documents, addendums, approved submittals in hard copy as well as digital format.
- B. A.T.C. contractor shall provide required BMS hardware, software, personnel and field assistance for performing TAB procedures.
- C. Provide access to volume dampers, test ports, equipment, devices, etc.
- D. All HVAC systems shall be complete operational status before testing is started.

2.15.5 EXAMINATION:

- A. TAB agency shall be familiar with all project mechanical and associated electrical system equipment and components, along with the intent system design concepts. Examinations and standard pre-balance preparations shall be completed of all scheduled equipment and systems before testing.

2.15.6 GENERAL PROCEDURES FOR TAB:

- A. Perform TAB on each system according to the procedures in the latest edition of NEBB or AABC for air and hydronics.
- B. All devices that are considered field adjustable shall be field indicated or marked such that permanent identification of final setting.
- C. Air Equipment: Provide the complete balancing and adjusting of all air moving equipment and systems including, but not limited to:
 - 1. Adjusting fan speeds including res-heaving if required for all AHU's and fans.
 - 2. Test and record all motor currents and nameplate data.
 - 3. Test and adjust each diffuser, grille and register to within 5% of design requirements. Method of testing shall be to NEBB or AABC standards.
 - 4. List design and measured air velocities and quantities, fan speeds, static pressures, and motor amperage.
 - 5. All air moving equipment shall be tested at maximum operating status via motor starter or VFD.
 - 6. Provide measured temperature and quantities of return air and supply air for all AHU VAV box coil units.
- D. Hydronic Equipment: Provide the complete balancing and adjusting of all hydronic equipment and systems including, but limited:
 - 1. Set water flow for CUH's, FR base board, VAV & RH coils, etc., as scheduled.
 - 2. Test and adjust flow at each balancing flow device unit.
 - 3. List design and measured flows and temperatures.
 - 4. Operate all hydronic pumps at maximum flow capacity in respect to motor horsepower.
- E. Sound Testing:

Provide complete sound testing of all water and air handling equipment systems including but not limited to:

 - 1. Test each area where FCU's are present in each classroom, operating at maximum design capacity. Tests shall be conducted in accordance with NEBB Procedural Standards for Measuring sound and Vibration with approved sound measurement equipment and octave filter set. Sound pressure recordings shall be taken within octave bands 63 hz and 8000 hz.

2.15.7 TOLERANCES

- | | |
|--|------------------|
| A. Air System air flow tolerances: Supply, return, exhaust | plus / minus 5%. |
| B. Outside minimum | zero to plus 5% |
| C. Pressure relationships | plus / minus 3% |
| D. Hydronics HW, CW, DHWR | plus / minus 10% |

2.15.8 COMMISSIONING:

- A. Commissioning: The TAB Agency shall be responsible to pre-commission the sequence of ATC operations and devices and all HVAC equipment. TAB agency shall schedule and arrange meetings and procedures with the ATC and Mechanical contractor. HVAC and ATC operations and sequence short falls shall be reported to Mechanical Contractor and Engineering. Deficiency reports formatted similar to commissioning protocol standards BBCC or ACG shall be received. Final commissioning shall be completed by Owner's Commissioning Agency. TAB Agency shall allow time for final Commissioning of involved systems.

2.15.9 FINAL TAB REPORT

- A. Test and balance agency shall submit a final TAB Report, five copies of a complete record of the HVAC system and equipment performance. All remaining and outstanding deficiencies shall be included. All final operating field settings shall be documented for the Owner's Maintenance personnel. The Owner's Representative has the right to reject the final TAB report if independent field measurements do not agree with more than 10% of recorded final reported data. In such an event, TAB services shall be re-performed either by the same TAB agency to the Engineer's satisfaction, or the Engineer reserves the right to choose an independent third party to accomplish such re-balancing at no additional costs to the Owner.

2.16 AUTOMATIC TEMPERATURE CONTROLS

A. General: Building Management System (BMS)

There is an existing DDC automatic temperature control system, BMS present, supported by Maine Controls. All room AC units shall operate and be controlled by respective wall digital thermostat controllers and integrated outdoor condenser unit AC-OU2 (Base Bid) & 3 (Atl #1).

B. DDC System

The individual wall controllers shall be hard wired and integrated with the same manufacture's outdoor AC condenser, AC-OU 2 & 3.

The intent of this specification is that all Samsung's system components and related temperature control components, specified elsewhere, shall be manufactured by the same vendor, however, integrated into the existing BMS. Daikin AC equipment shall be provided and controlled/managed Samsung's front end and integrated into Maine Controls BMS.

C. System Guarantee:

The entire control system shall be guaranteed for parts and labor a period of one (1) year from the date of acceptance by the Owner.

D. Diagrams and Supervision:

Provide any necessary wiring or piping diagrams and supervise the installation. These diagrams shall be incorporated into the Owner and Operating Manuals.

E. Control Panels:

In general, relays, transmitters, controllers, transformers, or other control devices (not including room thermostats) shall be grouped and mounted in a factory- built cabinet enclosure located in the Mechanical Room(s) or as indicated on plans. Locations of temperature control panels shall be located in neared electrical room.

F. Wiring:

It is the intent that all control wiring for installation of temperature controls shall be provided and installed by the Automatic Temperature Control Contractor, unless noted otherwise. Power wiring for HVAC equipment and wiring for smoke detectors shall be by Electrical Contractor. All wiring shall comply with the requirements of Electrical Section 26000 of the specification.

G. Transmitters

Each transmitter shall be located as shown or where it will respond to the average space temperature if not indicated on prints. Transmitters shall be mounted approximately 48" above finished floor on interior walls or surfaces, not on outside walls. It is the intent that each zoned terminal heating or cooling device, in all areas, be independently controlled by its respective wall transmitter.

2.16.H. SEQUENCE OF CONTROLS:

2.16.H.1 HW REHEAT COILS: #8-10

BMS shall control each HW Re-heat coil. A duct mounted transmitter/controller with adjustable set point shall modulate RHC -#8 thru 10 output via 0 to 10vdc control signal to maintain individual DA temperature of 70' to 72'F, adjustable, during winter periods. During periods of warm weather, unit shall be disabled. Unit safety devices shall be provided to ensure proof of air flow, high limit, etc.

2.16.H.2 ENERGY RECOVERY UNIT: (ERV-2 & 3)

ERV-2 & 3 shall be provided control ready from the manufacture. BMS shall wire terminate to provided control options to monitoring & controlling as outlines.

During occupied periods (determined by BMS DCC clock schedule), the ERV's SF & EF motors shall run continuously on low motor speed after an initial morning warm up cycle. Occupied space must be 70`F before ERV fans are enable.

Upon unit start up: Both OA and EA fans shall be controlled open. Unit OA and EA, spring return,dampers shall open. E R V -1 shall provide Classrooms and Offices OA minimum requirements.

VFD Fan Motor Control: Both EA and OA fan speed shall be determined a t l o w - s p e e d o p e r a t i o n . Motor fan speed shall operate in low rpm during normal occupied periods. When any Classroom's CO2 sensor detect CO2 levels above 1000 ppm, unit's VFD shall begin to slowly ramp motor speed of a duration period of 30

minutes from minimum low speed control signal. When CO2 levels are drop below 800 ppm, motor speed shall reduce to low rpm.

A.T.C. Contractor shall allow for coordinating and collaborating with Samsung representatives for software programming integration efforts for all Samsung equipment to meet the operational sequences.

Unoccupied Periods (ERV)

In unoccupied mode, ERV and associate equipment shall be de-energized, OA & EA damper shall go fully closed. There shall be no fan operation for unoccupied cooling or heating periods.

216.H.02 MANUAL OVERRIDES & SCHEDULES

There shall be the capability to manually override, in a "user friendly manner", unoccupied heating and cooling schedules from the individual room wall digital thermostat controllers.

2.16.H.03 SYSTEM TRAINING

The Contractor shall provide system training of all system components and DDC control software programmed systems.

Provide 1 hours of training for the building operators. The purpose will be to simulate and familiarize the operations and equipment / programming, etc. for maintenance personnel. A mutual agreement on the scheduling of this training will be made between the Owner and the ATC contractor. The training class will use the actual operator manual that will be submitted for this project.

In addition to the above training and after the project has been finally commissioned, the Contractor shall allow for 2 hours of Owner customized software programming, additional custom sequence and graphic time at the Owner request.

2.16.H.04 COMMISSIONING:

Commissioning: Time shall be allotted for this project for commissioning of systems, equipment, devices, etc. The Contractor, as well as all involved Sub-Contractors, shall collaborate and coordinate efforts to perform pre-commissioning of control sequences. Time shall also the allotted to perform a final commissioning with the Owner's Commissioning Agent.

2.16.H.05 DOCUMENTATION:

Proper and adequate documentation must be provided, this will include:

- a. Accurate as-built drawings and sequences submitted in hardcopy and electronic form. Program files, graphic information, and updated standard Computer Aided Drafting (CAD) as built record drawings and specifications shall be prepared and presented to Owner.
- b. Owner's manuals including technical spec sheets shall be delivered to Owner.
- c. Operator manuals

2.17 MOTORS AND DRIVES:

- A. Unless otherwise noted, all motors/ drives shall be furnished factory-mounted on the driven equipment and shall be provided by equipment manufacturer. Mechanical Contractor shall supply all motors and associated HVAC equipment. Electrical Contractor shall be responsible for providing motor starters, variable frequency drives, and disconnects and power wiring to all mechanical equipment including motor starters and terminating in such equipment. This Contractor and Electrical Contractor shall coordinate such installation of electrical equipment and both shall be present when motors of 1/2 hp and larger are to be first energized.
- B. Motors shall meet the latest applicable standards of the following:
 - National Electric Manufacturers' Association (NEMA)
 - American National Standards Institute (ANSI)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - National Electrical Code (NEC)
 - Underwriters' Laboratories (UL)
- C. Motors shall be horizontal, induction type, for general purpose applications under usual indoor and outdoor service conditions as defined in NEMA Standard MG1-14.02 (Class B insulation, continuous 40 degrees C ambient).
- D. Unless otherwise noted, all motors 1/2 horsepower and larger shall be rated 208 volts, 3-phase, 60 hertz. All motors smaller than 1/2 horsepower shall be rated 120 volts, single-phase, 60 hertz.
- E. Motors shall develop rated horsepower at terminal voltage rating from 90 to 110 percent of rated frequency, and a combined frequency/voltage deviation of 10 percent at any frequency between 95 and 105 percent of rated.

PART THREE: EXECUTION

3.01 GENERAL

- A. The work shall be executed in strict conformance with the latest edition of the State Building Code and all local regulations that may apply. In case of conflict between the Contract Documents and a governing code or ordinance, the more stringent standard shall apply.
- B. All piping and ductwork shall be properly supported as approved by the Engineer.
- C. Follow equipment manufacturers' detailed instructions and recommendations in the installation and connection of all equipment. No equipment installation or connections shall be made in a manner that voids the manufacturer's warranty.
- D. Duct systems shall be thoroughly cleaned during erection.
- E. Refer to Section 06100 for specifications on cutting and sealing openings for piping, ductwork and other equipment penetrating walls, floors and roofs.
- F. Refer to Section 06100 and General Conditions for provisions governing work, including removal of existing equipment and advance notice of service interruption.

- G. All work shown on Drawings is diagrammatic. It is not intended to specify or to show every offset, fitting, and component. However, it is the intent of these Specifications and Drawings accompanying same that all required components and materials shall be furnished and installed under this Section, whether or not indicated or specified, in such a manner as to make the entire installation fully complete, operable and maintainable in all respects to satisfaction of Owner.
- H. Refer to appropriate sections for specifications on cutting and sealing openings for piping and other equipment penetrating walls, floors, and roofs.

Building Structure Penetrations; General Contractor to provide cutting & finish patching of all building structure penetrations involving removals and new installations of system items, devices, etc. associated with this trade. This contractor shall provide necessary and proper fire stop(s), water seal or weather stop(s), etc. associated with system device penetration. This trade shall coordinate all system component penetrations through building structure(s) with General Contractor and Owner.

3.02 GENERAL - PIPING

- A. All piping shall be installed so as to provide allowances for expansion and contraction and shall be thoroughly cleaned and reamed before installation.
- B. Shut off valves shall be installed on all main and sub main branches and as shown on the Drawings, details and where specified. Provide shut off valves on branch lines and as detailed.
- C. Piping system shall be tested at 1-1/2 times the working pressure, but not less than 50 psi. All leaks shall be repaired in a manner approved by the Engineer before applying insulation

D. SLEEVES:

All piping through masonry walls, floors, beams and partitions shall be sleeved. All sleeves shall finish flush with the finish line. All sleeves shall be chalked with an approved water repellant and fire-retardant sealant. Space between sleeves and piping shall be sealed watertight and/or gastight as described below:

1. Un-insulated metal piping shall be sealed watertight and/or gastight by packing space between pipe and sleeve with approved packing. Special care shall be taken not to drive lead below top of sleeve. Mechanical seals may be used.
2. Insulated piping and plastic piping shall be sealed watertight and/or gastight by packing space between pipe sleeve and insulation with an approved packing. Fill the remaining space with approved waterproof resilient adhesive sealant.

Sleeves shall be of size to allow for continuous full thickness of pipe insulation through sleeve. Provide waterproof sleeve or casting on each pipe entering or leaving building through foundation walls and tank pits, or wet wells. Seal space between each pipe and its waterproof sleeve. Each end of sleeve shall be sealed as described above. Each pipe shall be concentric with sleeve. Sleeves shall be waterproof type with welded or cast flange and of size and length to suit pipe and wall thickness. Sleeves shall be all galvanized after welding.

3.03 COORDINATION WITH ELECTRICAL WORK

- A. Available electric power shall be, in general, 208/120 volt, 3 phase, 60 hertz for motors of 1/2 hp and higher, and 120 volts, 1 phase, 60 hertz for motors smaller than 1/2 hp.
- B. Unless otherwise specifically noted, all 208v 3 phase motors furnished in this Section shall be furnished with magnetic across the line starters with H-O-A switch and reset push button in cover, and control transformer as necessary for reduced voltage, all contained in suitable general-purpose enclosure. Electrical Contractor shall be responsible for providing motor starters and disconnects and power wiring to all mechanical equipment including motor starters and terminating in such equipment. This Contractor and Electrical Contractor shall coordinate such installation of electrical equipment, and both shall be present when motor of 1/2 hp and larger are to be first energized. All coil control wiring shall be done under this section except as otherwise noted. Each unit shall be equipped with necessary auxiliary contacts for its application. Coil voltage shall not exceed 120 volts. Connections to the selector switch shall be such that only the normal automatic regulatory control devices will be bypassed when the switch is in the manual position; all safety control devices, such as motor overload protective devices, shall be connected in the motor control circuit in both the manual and the automatic positions of the selector switch. The starters solid state type with adjustable overcurrent relays, shall be as manufactured by Telemecanique, Westinghouse, General Electric or Cutler Hammer. Starters for outdoor equipment shall be weatherproof type if exposed to the elements.
- C. Unless otherwise noted, and where a magnetic starter is not required, 120v single phase motors furnished in this section shall be furnished with a manual toggle type starter with overload heaters and red pilot lights in a suitable general-purpose enclosure supplied and installed by the electrical contractor. The units shall be as manufactured by Westinghouse, General Electric or Cutler Hammer.
- D. Unless otherwise noted all control and interlock wiring with appurtenances necessary to make the work of this section complete shall be furnished and installed under this section. See "Automatic Temperature Controls" section.
- C. Starters for all 208v 3 phase equipment shall be provided with thermal overload solid state type, relays.

3.04 COMPLETION

- A. The contractor shall provide four report copies of the complete balancing and adjusting of all air, and water systems as specified as well as duct pressure test results.
- B. Submit four copies of maintenance data and operating instructions including schematic diagrams of control systems, valve tagging charts, spare parts lists, extended warranty certificates, etc.
- C. Verify that project record documents are complete such as Submittals and Record Documents. Clean and repair damage to finished surfaces resulting from work under this Section. Remove materials and equipment from areas of work and storage areas. All dirt and debris resulting from the work shall be thoroughly taken up and removed from the premises on a regular schedule acceptable by Architect/Engineer/Owner. All equipment shall be cleaned for inspection and use.

- D. All special tools required for maintenance shall be provided to owner at the completion of the project.
- E. Provide two extra sets of clean air filters for the all-air handling and ventilation equipment. Install one set and leave with the owner one other set.
- D. Commissioning: Time shall be allotted for each Construction Phase of this project for commissioning of systems, equipment, devices, etc. Mechanical Contractor, as well as all involved Sub-Contractors, shall collaborate and coordinate efforts with Commissioning Agency for the duration of all three construction phases.
- F. Documentation: Proper and adequate documentation must be provided, this will include:
 - a. Accurate as-built drawings and sequences submitted in hardcopy and electronic form, flash drive, or CD, formatted in 2024 AutoCAD standard Computer Aided Drafting (CAD) program.
 - b. Owner's manuals including technical spec sheets
 - c. Operator manuals

END OF SECTION

SECTION 26 00 00

ELECTRICAL POWER & LIGHTING

PART ONE: GENERAL

- 1.01 A. The work covered by this section of the specification shall include all equipment, materials, labor, transportation, permits, inspections and incidentals required to complete all operations in connections with the installation of electrical systems as shown on the drawings and/or as herein specified. The Contractor shall assume complete responsibility for receiving, storing, handling, and installing all equipment.
- B. The general provisions of the contract, including the General Conditions, Contract Conditions, and Drawings apply to work specified in this section.

1.02 WORK SPECIFIED IN THIS SECTION

- A. Demolition of Existing
- B. Light fixtures
- C. Power Wiring for Fixtures, Devices
- D. Power wiring for Mechanical Equipment
- E. Fire Alarm System

1.03 WORK SPECIFIED ELSEWHERE

- A. Section 07 92 00: Sealants
- B. Section 09 90 00: Painting
- C. Section 22 00 00: Plumbing
- D. Section 23 00 00: Heating & Ventilation

1.04 SCOPE OF WORK

The contractor shall provide all materials, labor, and supervision necessary to furnish and install a complete operating electrical system as indicated and as necessary. The work shall include but not be limited to the following.

- A. Furnish and install electrical circuits, devices, interior lighting fixtures where indicated, and electrical equipment where indicated.
- B. Furnish and install power to all mechanical equipment.
- C. Furnish and install all power wiring to motor starters, VFD's, and disconnects. Provide motor starters and VF drives that are not supplied by mechanical equipment. Magnetically held type motor starters and disconnects associated with HVAC and plumbing equipment shall be furnished by the Electrical Contractor. Automatic Temperature Control Contractor shall furnish and install control wiring associated with control devices, unless otherwise noted. Electrical Contractor shall fully review Mechanical and Plumbing Plans and Specification Division 22 00 00 and 23 00 00 for power requirements and equipment locations.

- D. Furnish and install duct smoke detectors for all HVAC air handling equipment.
- E. Provide empty ¾" conduit with pull string for telephone, data, Audio/Visual, and Video systems as indicated.
- F. Provide new Fire Alarm devices.
- H. Provide materials and labor necessary for temporary power. Provide temporary electrical wiring to all contractors for the duration of the project.
- I. Obtain and pay for all necessary permits and inspections.
- J. Demolition: Provide necessary demolition of existing overhead and underground electrical services to existing structures. Coordinate efforts with General Contractor.

1.05 CODE COMPLIANCE

- 1.05.1 All wiring shall comply with the 2020 Edition of the National Electrical Code NFPA 70, the 2021 Edition of the Life Safety Code NFPA 101, and all applicable OSHA, federal, state, and local codes. Obtain and pay for all required permits.

1.06 SUBMITTALS

- 1.06.1 Within 30 days of the contract award, submittals are required for the following equipment.

- a) Lighting fixtures
- b) Disconnect switches
- c) Motor starters and Variable Frequency Drives
- d) All Wiring devices
- e) Power Switch Equipment & Electrical Distribution Panels
- f) Standby Generator System

PART 2 PRODUCTS

2.01 ELECTRICAL SERVICE AND DISTRIBUTION EQUIPMENT

2.02.2 Distribution Panelboards:

Contractor shall use existing 208 volt, 3 phase, 4 wire wye service Main Distribution Panel and provide additional OCPD's as indicated on plan panel schedule.

Base Bid: ERV-2: provide one (1) 20 ampere OCPD, 3 pole with adjustable current limit.

Base Bid: ACU-U2: provide one (1) 80 ampere OCPD, 3 pole with adjustable current limit.

Atl. #1 Bid: ERV-3: provide one (1) 20 ampere OCPD, 3 pole with adjustable current limit.

Atl. #1 Bid: ACU-U3: provide one (1) 80 ampere OCPD, 3 pole with adjustable current limit.

2.03 WIRING MATERIALS

- 2.03.1 Conductors shall be #12 AWG minimum with THWN/THHN insulation rated 90 degrees C. All conductors shall be copper. Type MC cable may be used for branch circuits only as long as it is well protected from damage, sharp edges, etc.. Type NM cable may not be used for powering equipment devices of voltage 120 volts or higher. Type NM cable may be used for low voltage system wiring such as fire alarm and A.T.C. system devices. All cable shall be run perpendicular to building structure. Where multi-wire branch circuits are used,

wires shall be color coded to indicate the phase. The color code shall be posted at the panelboard.

All HVAC, Service Closets, Mechanical and Electrical Equipment Rooms:

All power and low voltage wiring serving these areas shall be feed using metal conduit, EMT or rigid conduit. The IT Server Rooms: All power 120 volts and higher wiring serving these areas shall be feed using metal conduit, EMT or rigid conduit.

- 2.03.2 Conduit (rigid and EMT) shall be used in designated power feeds, main equipment loads, electrical, mechanical rooms, and where indicated on the plans and where required for protection from physical damage. The conduit shall not be used as a grounding conductor.

Where flexible connections are required, such as motor connections, liquid tight flexible metal conduit shall be used for exterior, wet locations. MC cable may be used for interior flexible connections. Supplemental grounding conductors shall be used, sized by Article 250-95.

- 2.03.3 Except as otherwise indicated, boxes shall be metal. Where devices are installed on 4" square boxes, plaster rings shall be used. All boxes shall be of sufficient size for the conductors contained within.

- 2.03.4 Where telephone, data, and security cable outlets are indicated on the plans, furnish and install empty 3/4" conduit to above ceiling and 4" square box with plaster ring (where applicable), 18" above finished floor and wire from device jack back to IT Room, or as designated.

2.03.5 Devices:

Switches shall be rated 20 ampere AC only specification grade, Leviton 5521 series or equal, side-wired, commercial grade. Where gang switch covers occur, switches shall be labeled with an approved metal name tag.

Light switches, 1) keyed type, Leviton series 12212KL, 20 amp with S.S. wall cover, 2) Occupied pilot Leviton series 1221-PL, 20 amp with S.S. wall cover, 3) motion detectors, lighting control, Leviton OSSMT series, adaptive time delay, 10 to 30 min., infrared/ultrasonic with photocell.

Dimming switches shall be commercial specification grade, architectural slide type, Leviton model # 80800-LI, applicable for LED Dimming.

Except as otherwise indicated, Receptacles (interior) shall be rated 15 amperes 125 volt, grounding type, commercial grade. They shall be side-wired, specification grade, Leviton 8200 series or equal.

Unless otherwise noted IT Server Rooms receptacles shall be rated 15 amperes 125 volt, isolated grounding type, commercial grade, side-wired, Leviton 5261 series or equal.

GFCI receptacles shall be Leviton Suregard #6598 or equal, with 5 milliampere trip threshold. Single receptacles shall have the same ampere rating as the circuit.

All device plates shall be brushed aluminum.

2.04 LIGHTING FIXTURES (Not Required)

- 2.04.1 Furnish and install new fixtures as per fixture schedule. All LED fixtures shall be high performance type, low power consumption. LED troffers shall be fastened to the grid ceiling by clips or other effective means.
- 2.04.2 LED Color CRI type 80 and temperature shall be 3500 degrees.
- 2.04.3 All lighting fixtures shall be field located to clear obstructions. Troffers in T-grid ceilings shall accommodate the actual ceiling layout.
- 2.04.4 Emergency lighting: under Base Bid, light fixtures designated shall be equipped with Internal battery back-up capable of providing 87 1/2% of rated voltage for a minimum of 1 1/2 hours. Exit signs shall remote battery backup.
- 2.04.5 All lighting fixtures listed below are pre-approved. Manufactures equals would be considered based upon Architects approval. All lighting fixtures shall be approved for Efficiency Maine incentive rebate program.

<u>TYPE</u>	<u>WATTS</u>	<u>DESCRIPTION</u>	<u>REFERENCE</u>
A	37LED	2 X 2 LED RECESSED GRID TROFFER STANDARD LED OUTPUT, 120V, 4330 LUMENS	METULUX LIGHTING 22PP4235C

2.05 FIRE ALARM SYSTEM

Provide smoke detector devices for both SA and RA serving ERV-1 to the existing fire alarm detection system along with peripherals as shown on plans. The existing fire alarm panel and system is manufactured by Cerberus Pyrotronics, model . The fire alarm system shall be provided with one additional zone dedicated to service the new ERV-1 unit/system. Provide peripherals devices that are compatible with the existing fire alarm system.

Provide and install duct type smoke detectors for both SA and RA serving ERV-1 as shown on plans.

System shall be programmed and wired such that when any device should go into alarm state, a signal to the panel shall initiate appropriate system devices.

This contractor shall provide necessary wiring for peripherals such as smoke detectors, manual pull stations, audio/visual devices, etc. to meet local and state code. All low voltage cable shall be fire rated.

2.05.2 TRAINING:

Provide 1 hours of onsite training and 1 hours of custom programming for the building Owner operators. This training shall be 'hands-on' type at the Owner's place of convenience. A mutual agreement on the scheduling of this training class will be made between the owner and the contractor. The intent of this training is that 1 hours will occur before the owner has occupied the facility and the rest is to follow after the owner has accepted beneficial use. The training class will use the actual Operator manual that will be submitted for this project.

2.05.3 DOCUMENTATION:

Proper and adequate documentation must be provided, this will include:

- a. Accurate as-built drawings and sequences submitted in hardcopy and electronic format along with Computer Aided Drafting (CAD) program)
- b. Owner's manuals including technical spec sheets
- c. Operator manuals

2.05.4 Manufacturer's representative shall be responsible for all programming and testing of the system. Programming of processor shall consist of NFPA specified standards, minimum, along with an additional four hours for customized messages and four hours of owner operation instructions.

2.06 VARIABLE FREQUENCY DRIVES AND MOTORS

2.06.1 DRIVES: Variable Speed Drives (VFD)

All VFD shall be microprocessor-based, adjustable frequency type and provided as part of ERV-2 & 3 manufacturer's package assembled unit. Provide coordination efforts during unit start up. External Signals

0-10V DC, 4-20mA DC, Panel Potentiometer, Preset Speeds, and Drive Running, At Speed and Fault Contacts

2.06.2 Commissioning: Upon completion of systems, Owner's Commissioning Agency shall verify function of system's VFD's. Allow a minimum of 2 hours field time for coordination and collaboration of commissioning process.

2.07 MOTORS

2.07.0 All motors shall be furnished factory-mounted on the driven equipment and shall be provided by equipment manufacturer. Mechanical Contractor shall supply all motors to associated HVAC equipment, unless otherwise noted. Electrical Contractor shall be responsible for providing motor starters, VFD's and disconnects and power wiring to all mechanical equipment including motor starters and terminating in such equipment. This Contractor and Mechanical Contractor shall coordinate such installation of electrical equipment and both shall be present when motors of 1/2 hp and larger are to be first energized.

2.07.1 Furnish and install branch circuit wiring for power to all motors. Control wiring shall be furnished by A.T.C. under this specification.

2.07.2 Furnish and install motor disconnect switches for servicing of equipment located at all motors. Disconnect switches shall be furnished with dual element time delay fuses to match NEC requirements and equipment specifications. In no case shall the maximum fuse size specified by the equipment manufacturer be exceeded.

2.07.3 Manual motor starters for fractional horsepower motors shall be General Electric CR 101 Y in NEMA 1 enclosures or flush mounted. Furnish and install overload heaters in accordance with manufacturer's nameplate.

- 2.07.4 Magnetic motor starters shall be General Electric style CR306. Starters shall be furnished with HOA selector switch. Furnish and install overload heaters in accordance with manufacturer's nameplate.
- 2.07.5 Where running conduit, equipment shall be connected to power wiring by means of flexible metal conduit or liquid tight flexible conduit in damp or wet locations. Only listed fittings shall be used. A separate grounding conductor shall be installed in all flexible raceways.

PART 3 EXECUTION OF WORK

- 3.00 All work shall be performed in a neat workmanlike manner. All efforts shall be made to coordinate the work with their trades.

Provide necessary and proper fire stop(s), water seal or weather stop(s), etc. associated with system device penetration. Coordinate all system component penetrations through building structure(s) with General Contractor and Owner.

3.01 Examination

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.
- B. Coordinate utility service outages with Utility Company.

3.03 DEMOLITION OF EXISTING ELECTRICAL WORK

- A. Demolish of existing electrical work under provisions of General Conditions, and this Section.
- B. Existing Electrical Service: Provide removal of existing system OD services for building structure demolition.

3.04.1 TEMPORARY SERVICE

Electrical Contractor shall allow for all costs for temporary electrical usage during project construction. Electrical Contractor shall provide separate means of power electrical metering for construction utility electrical costs. Refer to Section 01 05 00 Temporary Facilities.

Wiring for temporary use of all trades throughout the building as follows: a 20 amp 120 volt source shall be available to all areas of construction with 50 ft. extension cord. The contractor shall furnish and install a 200 watt lamp outlet (or equivalent) for each 1000 sq. ft. of building area for temporary power and light.

3.05 GENERAL:

- 3.05.1 All materials entering into the installation must be new and of the quality specified, otherwise to be the best commercial quality obtainable for the purpose. All parts of the work and the erections thereof must be performed in the best and most substantial manner in accordance with the standards of the trade and all applicable codes.
- 3.05.2 All trenching and backfill for underground conduit shall be in accordance with all pertinent provision of Section 02200 Earthwork of these specifications.
- 3.05.3 Any item inadvertently omitted from the plans and specifications, but which is necessary for the proper completion and operation of the work, in accordance with the intent of the plans and specifications, shall be supplied by the contractor at no additional charge.
- 3.05.4 All questions as to the interpretation or extent of the drawings, and specifications shall be referred to the Engineer.
- 3.05.5 Throughout the progress of the work, the electrical subcontractor shall examine at the site, architectural drawings, together with drawings of equipment companies and other trades, and shall take note carefully all architectural changes and corresponding changes in other lines so that no work will be installed which would have to be removed or altered.
- 3.05.6 This subcontractor shall be responsible that advance information be given to the General Contractor of location and size of all frames, boxes and openings needed.
- 3.05.7 The General Contractor will provide all boxed openings, recesses, lintels and bucks required for the admission of the work. Furnish him with all necessary information in ample time.
- 3.05.8 In no case may any structural member be pierced or violated in any way without written permission from the Engineer.
- 3.05.09 The electrical contractor shall take effective measures to protect all materials and fittings from loss or damage; and all pipe and duct openings from obstruction throughout the construction.
- 3.05.10 All dirt and debris resulting from the work shall be thoroughly taken up and removed from the premises. All equipment shall be cleaned for inspection and use.
- 3.05.11 All electrical conduit shall be concealed in ceiling space or partitions except EMT conduit located in Mechanical Room. Provide means of venting conduit, enclosures, etc. of condensation where moisture may occur.

3.06 COMPLETION:

- A. Panel Board Name Plates and Schedules: All panel boards shall have name tags noting service and number which shall be noted on record Drawings and Charts. Each panel shall be provided with breaker schedules.
- B. Provide properly executed certificate of inspection from authorities having jurisdiction.
- C. Instruct such persons as the Owner designates in the proper operation and maintenance of the systems and their parts. Submit to the Architect a letter naming the person or persons so instructed and the dates of such instruction.

- D. Commissioning: Time shall be allotted before the completion of this project for final commissioning of systems, equipment, devices, etc,. Electrical Contractor, as well as all involved Sub-Contractors shall collaborate and coordinate with Owner's Commissioning Agency.
- E. Prepare and deliver four sets of complete literature showing operating, service and replacement data for all equipment which will require periodic maintenance or replacement.
- F. Documentation : Proper and adequate documentation must be provided, this will include:
 - a. Accurate as-built drawings and sequences submitted in hardcopy and electronic digital form updated via a standard 2024 Computer Aided Drafting (CAD) program).
 - b. Owner's manuals including technical spec sheets
 - c. Operator manuals

END OF SECTION