SECTION 00 01 01

PROJECT MANUAL

ISSUED FOR BID

FOR

RFB #CPPM2026-025

WISHCAMPER HARDSCAPE

UNIVERSITY OF SOUTHERN MAINE

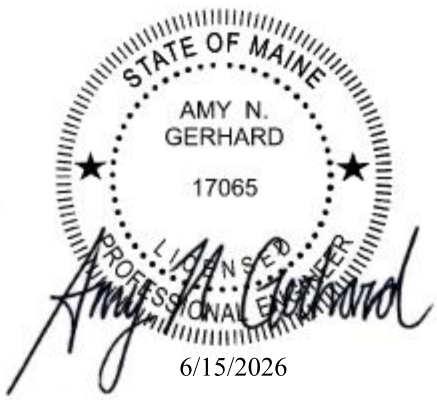
June 20, 2026

Prepared by:

University of Maine System
&
Woodard & Curran

END OF SECTION 00 01 01

SECTION 00 01 07
SEALS PAGE



6/15/2026

Amy N. Gerhard, PE
Woodard & Curran, Inc. (Civil Engineer)

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FACILITY CONSTRUCTION SUBGROUP
DIVISION 02 – EXISTING CONDITIONS

SITE AND INFRASTRUCTURE SUBGROUP
DIVISION 31- EARTHWORK

DIVISION 32- EXTERIOR IMPROVEMENTS

END OF SECTION 00 01 10

SECTION 00 01 15

LIST OF DRAWING SHEETS

Sheet Title	Sheet Number	
Cover	G-000	6/15/2026
General Notes & Legend	G-001	6/15/2026
Site Plan – 1	C-100	6/15/2026
Site Plan – 2	C-101	6/15/2026
Concrete Paver Inventory – 1	C-102	6/15/2026
Concrete Paver Inventory – 2	C-103	6/15/2026
Site Details – 1	C-300	6/15/2026
Site Details – 2	C-301	6/15/2026

END OF SECTION 00 01 15

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Bids for: **Wishcamper Hardscape**

Shall be submitted electronically to cppmquestions@maine.edu
With the following Email Subject Line: **Wishcamper Hardscape**

Bids will be received until **2:00PM** on **Tuesday, July 7, 2026** 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 Link: https://maine.zoom.us/j/81787516665?pwd=T3st3Y8aMhjnvdaYpm4koaJfNzNyFS.1&jst=2
Password: 991604
Or via telephone US: (US) +1 305-224-1968
Meeting ID: 81787516665

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 Wednesday, June 24, 2026, at 10:00AM. Attendees are to meet in the Wishcamper lobby. 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: The project consists of: The University of Maine System is seeking improvements to hardscapes in and around the Wishcamper Center and Osher Map Library (OML) also known as the Glickman Library on Bedford Street in Portland, Maine (the Site). The work focuses on improving accessibility, safety, durability, and aesthetics of pedestrian hardscape areas serving the Wishcamper and OML buildings, while maintaining building access during construction and respecting existing site constraints.

Any questions related to the plans and specifications must be submitted prior to Friday, June 26, 2026, at 2:00PM, via email to Brenda Braun, Project Manager, University of Southern Maine; 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 SOUTHERN MAINE
Justin Swift, 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 System
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 WISHCAMPER HARDSCAPE, 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 **Base Bid** of ______________________________________

____Dollars ($________________________________).

Add Alternate prices as follows:

Alternate 1. Resurface of Porous Pavement for Sidewalk East of Driveway to Garage $______________________

Alternate 2. Resurface of Porous Pavement for Sidewalk West of Driveway to Garage $______________________

Alternate 3. Repair Seat Wall $______________________

Alternate 4. Repair Concrete Stairs $______________________

Alternate 5. Repair Light Bezels $______________________

Alternate 6. Provide New Porous Pavement Sidewalk East of Wishcamper $______________________

Alternate 7. Loam and Seed Path East of Wishcamper $____________________

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, 2026. 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 – PROJECT NAME***
UNIVERSITY OF SOUTHERN MAINE

Dear (vendor name),

You are hereby notified that the University of Maine System, by and through the University of Southern 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 Saundra 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,

Justin Swift
Chief Business Officer

Enclosures

END OF SECTION 00 51 00

SAMPLE
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 Southern Maine, PO Box 9300, Portland, ME 04104, 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 [INSERT PROJECT NAME HERE], prepared by [Insert name of Architect/Engineer here], 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
Company

____
Company

By: ______________________________
[Insert Signatory Name]
[Insert Signatory Title]
University of Maine

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: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Producer:
Insured:
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)*

			Yes	No	N/A
A.	**General Liability**				
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?	☐	☐	☐
	b	Personal injury and advertising injury?	☐	☐	☐
	c	Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	☐	☐	☐
	d	Bodily injury or property damage arising out of completed operations?	☐	☐	☐
	e	The Contractor's indemnity obligations included in the Contract Documents?	☐	☐	☐
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?	☐	☐	☐
	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?	☐	☐	☐
	c	Claims for bodily injury other than to employees of the insured?	☐	☐	☐
	d	Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	☐	☐	☐
	e	Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	☐	☐	☐
	f	Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	☐	☐	☐
	g	Claims related to residential, multi-family, or other habitational projects?	☐	☐	☐
	h	Claims related to roofing?	☐	☐	☐
	i	Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	☐	☐	☐
	j	Claims related to earth subsistence or movement?	☐	☐	☐
	k	Claims related to explosion, collapse, and underground hazards?	☐	☐	☐

			Yes	No	N/A
B.	**Other Insurance Coverage**				
1.	Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.				
	a	Professional liability insurance Coverage limits:	☐	☐	☐
	b	Pollution liability insurance	☐	☐	☐

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)

ACORD™ 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				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / 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: ____

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

CANCELLATION

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

ACORD 25-S (7/97)

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.

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 sidetrack 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 nonrenewal 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 website 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.

END OF SECTION 00 62 16.14

AIA Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification 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:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**

User Notes:

(3B9ADA57)

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 .... ______

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

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ______ Date: ______

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My Commission expires:

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.

User Notes:

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: Wishcamper Hardscape
Project Title

The project is located at: UNIVERSITY OF SOUTHERN MAINE
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: *(Name and address)*
Samples

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

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
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)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

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)

Attest:
(Seal):

(Printed name and title)

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, incompliance 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, it 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)
______________________________ ______________________________ (SEAL)

Attest:

____
Principal/Contractor-Corporation

______________________________ By: ______________________________
Secretary President

END OF SECTION 00 62 79

AIA® Document G716™ – 2004

Request for Information ("RFI")

TO:

FROM:

PROJECT:
Samples

ISSUE DATE:

RFI No.

REQUESTED REPLY DATE:

PROJECT NUMBERS: /

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

1. 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:

2. 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: Wishcamper Hardscape

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

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

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:
CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

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

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).

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:

User Notes:
(3B9ADA4E)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Samples

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

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:
CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

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 Southern Maine
PO Box 9300
Portland, ME 04104

SUBJECT:

Project Name: Wishcamper Hardscape

Project Location: UNIVERSITY OF SOUTHERN MAINE

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

SECTION 00 65 19.18

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:

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

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

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
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*)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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)

, 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)

Attest:
(Seal):

(Printed name and title)

User Notes:
(3B9ADA5A)

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

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

INDEX
(Topics and numbers in bold are Section headings.)

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. <u>The Architect is the Initial Decision Maker for this Agreement.</u>

§ 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.

§ 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 ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties 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 ~~written~~ 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.~~ 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, 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. 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 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

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 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 All proposals shall be accompanied by complete itemization of costs including labor, equipment, 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.

§ 7.1.5 Limits on allowable markup for Change Orders, and adjustments to a Guaranteed Maximum Price.

The combined overhead and profit (or Fee) included in the total cost to the Owner of a Change in the Work shall be according to the following conditions:

.1 Costs to which overhead and profit (or Fee) 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.

.2 In total, the combined overhead and profit shall not include costs exceeding the following percentages:
- .1 For the Contractor (except for GMP Contracts), for Work performed by the Contractor's own forces, 20% of the cost.
- **.2** For the Contractor (except for GMP Contracts), 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** For GMP Contracts, the fee is as defined in Article 6.1.3 of the AIA A133 contract.

§ 7.1.6 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.

§ 7.2 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.

§ 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 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.

§ 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 (23) 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.~~

~~**§ 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.

§ 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:
.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.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:29:24 ET on 02/23/2026 under Order No. 3104238738 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

____

(Signed)

____

(Title)

____

(Dated)

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
From More Than	To and Including	of Liquidated Damages
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

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~~

~~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,

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.

§ 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.

§ **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 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

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.

2026 Fair Minimum Wage Rates – Building 2 Cumberland County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons and Blockmasons	$43.91	$11.02	$54.93
Bulldozer Operator	$30.62	$5.38	$36.00
Carpenter	$30.01	$19.69	$49.70
Cement Masons and Concrete Finisher	$45.38	$34.84	$80.22
Construction and Maintenance Painters	$26.23	$2.81	$29.04
Construction Laborer	$21.90	$19.72	$41.62
Conveyor Operators and Tenders	$30.17	$13.77	$43.94
Crane and Tower Operators	$40.43	$8.63	$49.06
Crushing Grinding and Polishing Machine Operators	$26.15	$3.24	$29.39
Earth Drillers - Except Oil and Gas	$25.04	$3.77	$28.81
Electrical Power - Line Installer and Repairers	$48.12	$15.63	$63.75
Electricians	$38.75	$21.52	$60.27
Elevator Installers and Repairers	$72.19	$44.52	$116.71
Excavator Operator	$31.75	$5.53	$37.28
Fence Erectors	$26.69	$3.29	$29.98
Flaggers	$21.39	$0.86	$22.25
Floor Layers - Except Carpet/Wood/Hard Tiles	$29.00	$8.65	$37.65
Glaziers	$39.32	$19.22	$58.54
Hazardous Materials Removal Workers	$25.01	$2.04	$27.05
Heating and Air Conditioning and Refrigeration Mechanics and Installers	$36.11	$6.39	$42.50
Heavy and Tractor - Trailer Truck Drivers	$26.10	$4.07	$30.17
Highway Maintenance Workers	$23.30	$1.14	$24.44
Industrial Machinery Mechanics	$29.97	$6.74	$36.71
Industrial Truck and Tractor Operators	$24.61	$4.21	$28.82
Insulation Worker - Mechanical	$28.57	$17.06	$45.63
Light Truck or Delivery Services Drivers	$26.79	$5.14	$31.93
Loading Machine and Dragline Operators	$26.99	$5.12	$32.11
Millwrights	$35.99	$10.52	$46.51
Mobile Heavy Equipment Mechanics - Except Engines	$26.43	$5.48	$31.91
Operating Engineers and Other Equipment Operators	$47.25	$31.30	$78.55
Paving Surfacing and Tamping Equipment Operators	$30.74	$10.67	$41.41
Pile-Driver Operators	$37.15	$3.12	$40.27
Pipe/Steam/Sprinkler Fitter	$43.76	$25.44	$69.20
Pipelayers	$28.75	$3.64	$32.39
Plumbers	$40.00	$24.71	$64.71
Radio Cellular and Tower Equipment Installers	$34.72	$5.63	$40.35
Reinforcing Iron and Rebar Workers	$48.19	$1.93	$50.12
Riggers	$32.94	$25.00	$57.94
Roofers	$28.42	$4.56	$32.98
Sheet Metal Workers	$30.18	$6.64	$36.82
Structural Iron and Steel Workers	$27.16	$21.25	$48.41
Tapers	$31.43	$5.47	$36.90
Telecommunications Equipment Installers and Repairers - Except Line Installers	$32.28	$14.53	$46.81
Telecommunications Line Installers and Repairers	$34.84	$17.48	$52.32
Tile and Marble Setters	$28.91	$5.46	$34.37

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

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

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

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

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

A true copy

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

Supersedes 02-03-2025
Effective 01-10-2026

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. The project consists of: The University of Maine System is seeking improvements to hardscapes in and around the Wishcamper Center and Osher Map Library (OML) also known as the Glickman Library on Bedford Street in Portland, Maine (the Site). The work focuses on improving accessibility, safety, durability, and aesthetics of pedestrian hardscape areas serving the Wishcamper and OML buildings, while maintaining building access during construction and respecting existing site constraints.

The primary project goals of the project include:

- Achieving ADA-compliant, wheelchair-friendly surfaces;
- Repairing or replacing degraded permeable asphalt and hardscape elements;
- Improving entrances and pedestrian circulation; and
- Opportunistically removing hardscape and restore green space.

The primary project scope includes:

Base Bid:

- Mobilization/Demobilization
- Resurfacing of porous pavement for sidewalks between the Wishcamper and Osher Buildings
- Replacement of three concrete paver approaches with brick pavers
- Replacement of damaged pavers along the path from the garage driveway to the Osher entrance

Bid Alternates:

- Resurface of Porous Pavement for Sidewalk East of Driveway to Garage
- Resurface of Porous Pavement for Sidewalk West of Driveway to Garage
- Repair Seat Wall
- Repair Concrete Stairs
- Replace Light Bezels
- Provide New Porous Pavement Sidewalk East of Wishcamper
- Loam and Seed Path East of Wishcamper

Bid advertised: Sat/Sun/Mon, June 20-22, 2026
Non-mandatory pre-bid meeting: Wed, June 24, 2026, at 10:00AM
Questions due by: Fri, June 26, 2026, at 2:00PM
Response to questions due by: Wed, July 1, 2026, at 2:00PM
Bids received until (bid opening): Tue, July 7, 2026, at 2:00PM
Construction Start Date: Mon, July 20, 2026
Substantial completion date: Fri, August 21, 2026

END OF SECTION 01 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** Resurface of Porous Pavement for Sidewalk East of Driveway to Garage
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, and transportation required to resurface the porous pavement sidewalk east of the driveway to the garage, including: demolition of existing porous asphalt course, fine grading and compaction of underlying crushed stone and supplementation with additional material needed to meet grades indicated, and providing new porous asphalt course as shown on the Drawings, and all other work incidental thereto.

Bid Alternate #2: Resurface of Porous Pavement for Sidewalk West of Driveway to Garage
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, and transportation required to resurface the porous pavement sidewalk west of the driveway to the garage, including: demolition of existing porous asphalt course, fine grading and compaction of underlying crushed stone and supplementation with additional material needed to meet grades indicated, and providing new porous asphalt course as shown on the Drawings, and all other work incidental thereto.

Bid Alternate #3: Repair Seat Wall
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, and transportation required to repair the seat wall, including: sawcut and demolition of existing CSMU, providing new granite soap, mortar, compressible filler, repointing, replacement of sealant in control joints, temporary removal and resetting of adjacent concrete pavers, and all other work incidental thereto.

Bid Alternate #4: Repair Concrete Stairs
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, and transportation required to repair the concrete stairs by the eastern Wishcamper entrance, including: shot blasting, surface preparation, mortar, and provide coating system, and all other work incidental thereto.
Also includes resetting an adjacent displaced granite cap block, mortar, repointing, and all other work incidental thereto.

Bid Alternate #5: Replace Light Bezels
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, transportation, and temporary facilities required for demolition of eight existing light

bezels along wall and providing new replacement light bezels in-kind, and all other work incidental thereto.

Bid Alternate #6: Provide New Porous Pavement Sidewalk East of Wishcamper
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, transportation, and temporary facilities required for construction of new porous pavement sidewalk along northeast face of building, including: excavation, fine grading, compaction, shoring and bracing, dewatering, backfill, geotextile, sawcut and porous asphalt pavement, and all other work incidental thereto.

Bid Alternate #7: Loam and Seed Path East of Wishcamper
Work includes, but is not limited to: all labor, materials, equipment, tools, submittals, testing, coordination, and transportation required to loam and seed the concrete paver areas east of the Wishcamper Building, including: demolition of damaged concrete pavers, salvaging of undamaged concrete pavers and delivery of excess salvaged materials to location designated by Owner, demolition of sand/cement base, sawcutting and demolition of bituminous asphalt pavement, loam and seed, and all other work incidental thereto. Includes credit for selective demolition and replacement of pavers in this area, as required in Base Bid.

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 three (3) signed and notarized originals 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 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 41 14
SELECTIVE SITE DEMOLITION AND RESTORATION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Provide Site demolition including clearing, stripping or ordinary excavation of existing bituminous or cement concrete pavements, soils, foundations, bituminous or cement concrete curbs, bituminous or cement concrete sidewalks, grassed areas, demolition, dismantling, replacement and restoration Work, stacking of reusable and disposal or waste and surplus materials, and tree protection in accordance with this Section and applicable reference standards listed in Article 1.03.

B. Related Requirements:

1. Section 31 00 00 – Earthwork

2. Section 32 90 00 – Planting and Seeding

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Reference Standards:

1. Division 200 of MaineDOT Standard Specification.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, sequencing and scheduling: per Division 01 General Requirements.

1.05 SITE CONDITIONS

A. Existing conditions: per Division 01 General Requirements.

B. Before beginning Work, perform a site walk to observe and document existing site conditions. Site features not indicated for removal on the Drawings shall be protected during construction. Site features damaged during construction shall be restored to their original condition at no additional cost to the Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

A. Perform selective Site demolition in accordance with Division 200 of the MaineDOT Standard Specifications and the Drawings.

B. Comply with the General Requirements for temporary construction controls, protections, and waste disposal.

1. Ensure against damage or injury to buildings, occupants, and adjacent property from falling debris or other causes. Avoid damage to adjacent areas, facilities, and appurtenances.

2. Maintain free and safe passage to and from the Site.

3. Legally dispose of waste, surplus and unsatisfactory materials including bituminous or cement concrete, debris, piping, common excavation, cold planing, and reclamation immediately as it accumulates during the course of the demolition work and other Site preparation. Burying is not allowed.

C. Concrete pavers shall be salvaged for reuse, unless cracked, chipped, or otherwise damaged.

1. Damaged pavers shall be demolished. Care shall be taken to protect pavers from damage during construction.

2. Owner and Engineer may inspect salvaged pavers and reject damaged pavers. All rejected pavers shall be demolished.

3. Undamaged pavers to be salvaged are in excess of damaged pavers to be replaced as indicated on the Drawings; Contractor shall furnish any new concrete pavers required due to damage of existing pavers from construction activities at no additional cost to Owner. Any new pavers shall match existing.

4. All excess materials not reused shall be provided to Owner. Salvaged items shall be carefully stockpiled at a location designated by the Owner.

5. Protect paver edging. Damaged edging shall be replaced in-kind at no additional cost to Owner.

3.02 SITE DEMOLITION

A. Clear the Site of construction debris and waste materials, including broken concrete and pipes within the limits of Work as shown on the Drawings or as directed.

B. Strip and/or excavate existing bituminous or cement concrete pavements, soils, foundations, bituminous or cement concrete curbs, bituminous or cement concrete sidewalks, grassed areas.

C. Demolish and remove existing bituminous pavement, bituminous and concrete walkways, bituminous and concrete curbing, grass borders and landscaping as necessary to construct the project. Remove existing obstructions and debris, and other unsuitable materials above, at, or below grade that may interfere with or obstruct the new Work, whether or not shown on the Drawings.

D. All organics, and soils containing organics should be removed from beneath the proposed paved, paver and fill areas.

E. Remove and stockpile topsoil and other materials for reuse as directed by the Engineer.

F. Stockpile recovered materials acceptable to the Engineer to be reused on the Project and protect against damage or deterioration.

G. Do not cut, remove, destroy, or trim trees and shrubs unless specifically marked or permitted. Do not remove tree branches using excavating equipment. Any required trimming shall be performed by a licensed arborist. Protect trees and vegetation outside the limits of the Work area.

H. Protect integrity of remaining structures, appurtenances, and equipment during demolition, removal, and alteration to existing structures, appurtenances, utility pipes, castings, fences, walkways, posts, and other physical features.

I. Maintain slopes longitudinally and laterally to ensure proper and continuous drainage. Field adjust sidewalk grades at intersections to be consistent with the existing drainage pattern and provide for an appropriate transition between the new and the existing sidewalks at intersections.

3.03 SAWCUTS IN EXISTING PAVEMENTS AND SIDEWALKS

A. Neatly saw cut edges of excavations in existing pavements and sidewalks along either a straight line or design curved line as shown in the Drawings. Ragged, uneven edges are not acceptable.

B. Saw cut existing pavement through its full depth, or to the elevation of the abutting proposed pavement subgrade, whichever is lesser, at joints between existing and proposed pavements, and at utility trenches through existing pavement to remain, to provide a uniform, vertical surface for the proposed pavement joint with the existing pavement.

C. Neatly saw cut edges that become broken, ragged or undermined with a minimum disturbance to remaining pavements or sidewalks prior to the placement of abutting proposed pavement.

D. Spray or paint saw cut surfaces with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of hot mix asphalt material against the surface.

3.04 REPAIR, REPLACEMENT AND RESTORATION

A. Match materials of repair or restoration to existing adjacent surfaces in finish and texture as closely as possible. Make joints between new and existing Work inconspicuous.

B. Replace or restore items damaged, dislocated or dismantled such as fences, signs, poles, bollards, curb stones, markers, trees, bushes, grassed areas, walkways, outside lighting and other amenities and physical features designated to remain, to conditions that existed prior to the start of construction.

3.05 FIELD QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

3.06 CLOSEOUT ACTIVITIES

A. Provide in accordance with Division 01 General Requirements.

END OF SECTION 02 41 14

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SECTION 31 00 00
EARTHWORK

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Excavating, filling, backfilling, stockpiling, bedding, compacting, grading, hauling, disposal of on-Site soils, processing of on-Site soils for reuse, testing of soils, protection, and other Work necessary for construction of pipelines, structures, subsurface structures, foundations, pavements, earthen embankments and appurtenant Work in accordance with this Section and applicable reference standards listed in Article 1.03.

B. Related Requirements

1. Section 02 41 14 – Selective Site Demolition and Restoration

2. Section 31 05 19.13 – Geotextiles for Earthwork

3. Section 32 90 00 – Planting and Seeding

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Environmental Media Management Plan prepared by Woodard & Curran, dated August 6, 2021.

B. Reference Standards

1. American Association of State Highway and Transportation Officials (AASHTO)

a. AASHTO M85 Standard Specification for Portland Cement

b. AASHTO M 295 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

c. AASHTO T11 Standard Specification for Materials Finer Than 75-Micrometer (No. 200) Sieve in Mineral Aggregates by Washing

d. AASHTO T27 Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates

e. AASHTO T96 Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

2. ASTM International (ASTM)

a. ASTM C131 Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

b. ASTM C150 Standard Specification for Portland Cement

c. ASTM C33 Standard Specification for Concrete Aggregates

d. ASTM D422 Standard Test Method for Particle-Size Analysis of Soils

e. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft^3 (600 kN-m/m^3))

f. ASTM D1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method

g. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort

h. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

i. ASTM D2487 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

j. ASTM D2922 Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

k. ASTM D2937 Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method

l. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

m. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

n. ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

o. ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

p. ASTM C131 / AASHTO T-96 (Los Angeles Abrasion Test)

3. Maine DOT Standard Specifications

C. Definitions

1. Unsuitable material: soft clay or silt, organic clays or silts, peats, debris, concrete, pavement, stones or boulders over 6 inches in diameter, wet or frozen material, and material deemed unsuitable by Owner or Engineer that will not provide suitable foundation or structural support for pipe and associated drainage structures, buildings, or other structures, and is unsuitable for use in backfill.

2. On-Site material: suitable material from on-Site excavation.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

1. Pre-installation conference: conduct at Project Site at least 30 days prior to start of Work.

a. Required attendees: Owner and Engineer, , Contractor’s Superintendent, and Contractor’s independent testing firm

b. Review methods and procedures related to earthmoving including, but not limited to, the following.

1) Work hours

2) Personnel and equipment needed to maintain proposed construction schedule and avoid delays

3) Work procedures

4) Establishing and maintaining Site access

5) Coordination of Work with utility locator service

6) Stockpiling area and temporary access points

7) Site logistics for hauling and stockpiling

8) Construction phasing, anticipated daily and weekly progress and conformance to construction schedule

9) Methodology for field quality control

1.05 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. Product Data

1. Provide for each on-Site and borrow soil material or aggregate

a. Name of each material Supplier, specific type and source of each material

b. Bills of Lading documenting materials source, including Supplier name and relationship to source, location where materials were obtained; including street, town, lot and block, country and state. Include present and past usage of source Site.

c. Supplier's statement that material is not contaminated and is free of extraneous debris or solid waste, and description of steps taken to confirm

d. Product weight shipping tickets certified by Supplier

C. Certificates

1. Certification stating materials are virgin materials from a commercial or non-commercial source.

D. Design Data/Submittals

1. Materials gradation

E. Source and Field Quality Control Submittals

1. Field compaction testing

2. Material testing reports for each on-Site and borrow soil material proposed for fill and backfill in accordance with ASTM D2487

3. Laboratory compaction curve in accordance with ASTM D1557

4. Backfill moisture-density relationships

F. Qualification Statements

1. Contractor’s independent testing agency, qualified for testing specified in ASTM E329 and ASTM D3740.

G. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

1.06 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Qualifications: per Division 01 General Requirements and as follows for geotechnical testing.

1. Geotechnical testing agency to monitor earthwork: qualified per ASTM 329 and ASTM D3740.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Provide in accordance with Division 01 General Requirements.

B. Waste Management and Disposal: Legally dispose of excess or unsuitable material.

1.08 SITE CONDITIONS

A. Existing Conditions: per Division 01 General Requirements.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General

1. Obtain approval of Owner and Engineer for changes in material sources.

2. Identify off-Site sources of materials and testing of materials to verify compliance with Specifications. Material may be inspected by Owner.

B. 2-inch Crushed stone: durable, clean angular rock fragments obtained by breaking and crushing rock material meeting Maine DOT 703.31 Crushed Stone 2-inch criteria, free of ice, snow, sand, silt, clay, loam, shale, or other deleterious matter.

Sieve analysis by weight

Sieve Size	Percent Passing by Weight
2-1/2-inch	100
2-inch	95-100
1-inch	0-30
3/4-inch	0-55

C. 1/2-inch Crushed stone: stone, or durable, clean angular rock fragments obtained by breaking and crushing rock material. Gradation shall be:

Sieve analysis by weight

Sieve Size	Percent Passing by Weight
1-inch	100
3/4-inch	90-100
3/8-inch	20-55
#4	0-10
#8	0-5

D. Sand: clean inert, hard, durable grains of quartz or other hard durable rock, free from loam or clay, surface coatings and deleterious materials. Gradation shall be:

Sieve analysis by weight

Sieve Size	Percent Passing by Weight
3/8-inch	100
#4	95-100
#16	50-85
#50	10-30
#100	2-10
#200	0-3

E. Sand-Cement Base: clean, uniform mix (1 part cement to 8-10 parts sand by volume), free from loam, clay and deleterious materials, comprised of the following:

1. Portland Cement: ASTM C150 Type II

2. Sand: Clean, well-graded concrete sand meeting ASTM C33

3. Water: Clean, potable

After mixing, sand-cement base shall be uniform in color, slightly damp (not saturated) and capable of holding shape when compacted.

F. Common Borrow Backfill: Fill to raise grades in landscape areas should be non-organic compactable earth meeting the requirements of 2020 MaineDOT Standard Specification 703.18 Common Borrow.

G. Granular Borrow Backfill: Fill beneath the exterior pavement section (outside the proposed structure area) and to repair soft areas, backfill for over-excavated areas should be sand or silty sand meeting the requirements of 2020 MaineDOT Standard Specification 703.19 Granular Borrow.

2.02 SOURCE QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verification of Conditions

1. Check and verify governing dimensions and elevations before starting Work. Survey condition of adjoining properties with Engineer. Take digital video recording of any prior settlement or cracking of structures, pavements and other improvements. Provide list of damages, verified and signed by Contractor and Engineer.

2. Coordinate survey. Establish exact elevations at fixed points to act as benchmarks. Identify benchmarks and record existing elevations. Locate datum level used to establish benchmark elevations so it will not be affected by excavation operations.

3. Verify subsurface utilities have been marked prior to performing excavation or earthwork and provide sufficient notification to the local Dig Safe agency.

3.02 PROTECTION

A. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost. Remove temporary protection before continuing Work.

D. Prevent surface water and groundwater from entering excavations, ponding on prepared subgrades, and flooding Project Site and surrounding area.

E. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Complete Work in-the-dry to maintain undisturbed condition of bearing soil.

2. Reroute surface water runoff away from excavated area. Do not allow water to accumulate in excavations to ensure bottoms and sides of excavations remain firm and stable throughout construction operations. Do not use excavated trenches as temporary drainage ditches.

3. Recharge water from excavations on-Site avoiding injury to public health, public and private property, existing Work, Work to be completed or in progress, roads, walks and streets, or causing any interference with the public.

4. Do not place concrete or fill in excavations containing free water.

3.03 GENERAL EXCAVATION

A. Ensure sequence of excavation operations provides efficient use of excavated materials into embankments and minimum use of borrow.

B. Dispose of excavated materials including unsatisfactory soil materials, cobbles, boulders, and obstructions and replace with suitable backfill materials. Urban fill may be screened to remove unsatisfactory material and used requirements of suitable backfill are met.

C. All unexpected environmental conditions (e.g., significant staining, odor, debris, or free petroleum product) shall be reported to the Environmental Professional immediately in accordance with the Environmental Media Management Plan.

D. Remove and legally dispose of pavements, curbing and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, and other materials encountered that are not classified as rock excavation or unauthorized excavation. Legally dispose of surplus materials resulting from excavation not needed for use on Project as determined by Engineer. Obtain necessary permits for legal disposal of surplus material.

E. Unclassified excavation: excavating to subgrade elevations regardless of surface and subsurface conditions.

F. Classified excavation: excavating to subgrade elevations. Material excavated: classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions.

a. 24 inches outside of concrete forms other than at footings

b. 12 inches outside of concrete forms at footings

c. 6 inches outside of minimum required dimensions of concrete cast against grade

d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments

1) 6 inches beneath bottom of concrete slabs-on-grade

2) 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide

G. Remove materials encountered to limits shown on Drawings, as specified or required.

H. Do not perform excavation below normal grade to remove and replace unsuitable materials until approved by Engineer.

I. Unauthorized excavation: removal of materials beyond indicated subgrade elevations or dimensions without specific direction.

1. Refilling Unauthorized Excavation

a. Trenches: use 3/4-inch crushed stone or compacted structural fill and stabilization fabric as separator material as directed.

b. Backfill and compact unauthorized excavations as specified for authorized excavations, of same classification, unless otherwise directed.

c. Excavation below normal grade

1) Notify Engineer to observe conditions when excavation has reached required subgrade elevations. Carry excavations deeper and replace excavated material with compacted structural fill or crushed stone if unsuitable materials are encountered at required subgrade elevations as directed.

2. Excavation Above Normal Grade

a. Remove from Site and dispose of legally if unsuitable materials are encountered above normal grade. Do not use unsuitable materials as backfill on any portion of Project unless approved.

b. Use approved suitable stockpiled material to replace unsuitable material to backfill trenches to dimensions for pipe and structure bedding and backfill as shown on Drawings. Use gravel borrow to complete trench backfills to elevation shown for pipe and structure backfill if suitable stockpile material is not sufficient to backfill trenches to required dimensions.

3.04 EXCAVATION IN ASPHALT PAVEMENT AREAS

A. Saw cut or mill to full depth through existing pavement for pipe or structure placement prior to excavation. Minimize disturbance of remaining pavement.

B. Use shoring and bracing where sides of excavation will not stand without undermining pavement.

C. Remove and legally dispose of existing pavements during course of Work. Avoid mixing existing pavement material with excavation material intended for backfill.

3.05 PROCESSING OF ON-SITE URBAN FILL USED FOR BACKFILL

A. Excavate urban fill where encountered in Work to designated depths and stockpile until processed.

B. Pass on-Site cohesionless soils excavated from trench through mechanical screen to remove particles larger than 3 inches.

C. Reuse only processed urban fill containing maximum of 5 percent by dry weight of roots, plants, sod, clay lumps or other organic or cohesive soils.

D. All reuse of Site soils must comply with the conditions outlined in Section 4.6.1 of the Environmental Media Management Plan.

3.06 BACKFILL AND FILL

A. General

1. Suspend operations when weather conditions are unsatisfactory for placing backfill and avoid disturbing placed material and approved excavations.

2. Remove and replace excavation or material previously placed that have softened or eroded, soft and yielding material, or other unsuitable or damaged areas with compacted backfill as specified.

3. Place soil material in layers to required elevations as shown on Drawings or specified. Fill, backfill, and compact in accordance with this Section to produce minimum

subsequent settlement of material. Provide support for surface treatment or structure to be placed on material. Place material in approximately horizontal layers beginning at lowest area, maintaining drainage. Replace frozen or saturated fill in stockpiles with suitable off-Site fill.

B. Ground Surface Preparation

1. Remove asphalt and concrete pavements, granular base course, existing sandy and gravelly fills, existing organic silty clay soils, organic peat, vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface to excavation subgrade prior to placement of fills.

2. When existing ground surface has a density less than specified for a particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

C. Placement

1. Place backfill and fill materials in layers of maximum 6 inches in loose depth for material compacted by heavy compaction equipment or hand-operated tampers. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

D. Backfilling Excavations

1. Backfill excavations promptly as Work permits and after completion of the following.

   a. Inspection and recording locations of underground utilities and structures

   b. Removal of concrete formwork

   c. Removal of shoring and bracing, and backfilling of voids with satisfactory materials

   d. Removal of trash and debris

2. Provide that 3/4 inch crushed stone backfill stands at its own angle of repose. Do not haunch or form with common fill.

E. Earthen Embankment Fill

1. Strip organic topsoil, trees, shrubs and roots of other vegetation along length and breadth of areas having fill material placed on top. Fill depressions left by grubbing and stripping with same type material and compact to a density at least equal to surrounding foundation material.

2. Replace unsuitable soil with compacted fill material identified by independent inspection and testing agency or Engineer.

3. Proof roll subgrades as directed prior to placement of fill. Excavate soft areas and replace with appropriate compacted fill.

4. Do not place embankment over porous, wet, frozen, or spongy subgrade or previous embankment surfaces. Excavate and remove unsuitable material prior to placing additional fill.

5. Dewater to maintain groundwater levels a minimum of 1 foot below bottom of excavations or subgrades. Place fill in-the-dry.

6. Bench existing slopes prior to placing horizontal fill layers on existing slopes greater than 6H:1V.

7. Place materials in continuous horizontal layers in loose lift thickness of maximum 8 inches.

8. Compact soil materials in accordance with ASTM D1557, with water content of plus or minus 2 percent moisture content. Remove and replace with drier fill if wet fill cannot be compacted as specified.

9. Uniformly water fill that is too dry for proper compaction with sufficient water to allow compaction to required density.

10. Compact impervious and semi pervious materials with more than 15 percent passing the #200 sieve, with a tamping sheep-foot roller or rubber-tired roller. Scarify surface before placement of next lift if compaction results in smooth surface on top of lift.

11. Remove and replace fill that is disturbed after compaction and re-compact to specified degree of compaction.

12. Place and compact soil material on embankment in a direction parallel to embankment top.

3.07 COMPACTION

A. Use approved methods that produce required degree of compaction throughout entire depth of material placed without damage to new or existing facilities. Adjust moisture content of soil as required. Remove and replace material that is too wet to compact to required density. Compact each layer as Work progresses.

B. Place compacted structural fill for support of footings and foundations and against below grade walls in loose lift thicknesses not exceeding 10 inches. Compact to minimum 95 percent maximum dry density in accordance with ASTM D1557.

C. Place backfill in open areas with self-propelled vibratory rollers, and hand-guided equipment in confined areas. Loose lift thickness: maximum 6 inches.

D. Perform a minimum 4 systematic passes to compact each lift with specified compaction equipment.

E. Place backfill and fill soil materials evenly on sides of structures to required elevations, and uniformly along full length of each structure.

Compaction Method	Maximum Stone Size	Maximum Loose Lift Thickness		Minimum Number of Passes	
		Below Pavement	Less Critical Areas	Below Pavement	Less Critical Areas
Hand-operated vibratory plate or light roller in confined areas	4 inches	6 inches	8	4	4
Hand-operated vibratory drum rollers weighing at least 1,000 pounds in confined areas	6 inches	10 inches	12 inches	4	4
Light vibratory drum roller minimum weight at drum 5,000 pounds, minimum compaction force 10,000 pounds	8 inches	6 inches	18 inches	4	4
Medium vibratory drum roller min. weight at drum 10,000 pounds, minimum compaction force 20,000 pounds	8 inches	6 inches	24 inches	6	6

F. Degree of Compaction

Fill and Backfill Location	Minimum Density
Top 3 feet under pavement grade	95 percent of maximum
Below slabs and foundations	95 percent of maximum
Below top 3 feet under pavement grade	92 percent of maximum
Pipe Bedding	92 percent of maximum
Beside structure foundation walls	95 percent of maximum
Maximum density	ASTM D698, modified
Field density tests	ASTM D1556 (sand cone) or ASTM D6938 (nuclear methods)

G. Disc harrow or dry fill material that is too wet for compaction to specified moisture content and to required density. Remove and replace with drier fill that cannot be dried within 48 hours of placement.

3.08 GRADING

A. Uniformly grade areas, including adjacent transition areas. Smooth finished surface within specified tolerances. Compact with uniform levels or slopes between points where elevations are shown, or between points where elevations are shown and existing grades.

B. Grade areas adjacent to structure lines to drain away from structures and prevent ponding.

C. Finish surfaces: free from irregular surface changes and as follows.

1. Finish lawn or other unpaved areas to receive topsoil to within a maximum 0.10 feet above or below required subgrade elevations.

2. Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than plus or minus 1 inch above or below required subgrade elevation.

3.09 EROSION CONTROL

A. Provide erosion and sediment control measures as specified in the Environmental Media Management Plan and as shown on Drawings.

3.10 PROTECTION

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

B. Scarify surface, re-shape, and compact to required density prior to further construction where completed compacted areas are disturbed by subsequent construction operations or adverse weather. Immediately repair any subsequent settling and provide maintenance for remainder of Work.

C. Remove soft or unsuitable material and replace with suitable backfill material prior to paving on sub-grade. Bring low sections, holes, or depressions to required grade with approved material. Shape sub-grade to line, grade, and cross section, and thoroughly compact.

D. Keep roads free of debris. Use watertight vehicles for hauling wet materials over roads and streets. Promptly clean materials dropped or spread by vehicles or when directed by Engineer.

3.11 FIELD QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

B. Engage an independent testing agency to test compaction of soils in place in accordance with ASTM D1556, ASTM D2167, ASTM D2922, and ASTM D2937.

1. Tests for paved and structure areas: at subgrade and each compacted fill and backfill layer, at least 1 test for every 2,000 square feet or less of area, with minimum 3 tests.

2. Scarify and moisten or aerate, or remove and replace soil materials to depth required when testing agency reports subgrades, fills, or backfills have not achieved degree of compaction specified. Re-compact and re-test until specified compaction is obtained.

3. Determine actual in-place densities using field tests as directed.

4. Perform additional Work to obtain proper compaction if in-place densities do not meet specified densities. Retest if directed by Engineer.

3.12 DISPOSAL OF EXCESS MATERIALS

A. Excess material shall be stockpiled on-site at a location to be approved by the Engineer and Owner. All stockpiles shall be properly managed and maintained in accordance with Section 4.3.3 and all other sections of the Environmental Media Management Plan. Materials not suitable for re-use on-site shall be disposed of off-site in accordance with the Environmental Media Management Plan, Federal, State, and local regulations at the Contractor's own expense.

3.13 CLOSEOUT ACTIVITIES

A. Provide in accordance with Division 01 General Requirements.

END OF SECTION 31 00 00

ENVIRONMENTAL MEDIA MANAGEMENT PLAN

USM Parking Garage/
Former Steego Building
Bedford Street
Portland, Maine

REM# 01643

41 Hutchins Drive
Portland, ME 04102
800-426-4262

woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS

0233035.00
University of Southern Maine
August 6, 2021

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1. INTRODUCTION

Woodard & Curran has prepared this Environmental Media Management Plan (EMMP) for the University of Southern Maine (USM) to facilitate proper soil management and disposal procedures to be used during Site operation, maintenance, and/or construction activities at the property referred to as University Commons in Portland, Maine (the "Site"; see **Figure 1**). The associated Maine Department of Environmental Protection (DEP) records are under the name "Former Steego Building" REM# 01643.

The Site is currently owned by the University of Maine System (UMS), and consists of the Wishcamper Center, Glickman Family Library, existing surface parking lots (the P3 lots) and driveways, and open space. The Site is approximately five acres in size, and the current layout of the Site is presented in **Figure 2**.

The approximate Site boundary was selected by expanding the limits of the University Commons property (as shown in Woodard & Curran's May 2009 Soil Remediation Closure Report [Woodard & Curran, 2009]) to the current parcel boundary, and excluding the Abromson Community Education Center and attached parking garage (see **Figure 2**) which were not in the original VRAP application.

1.1 PURPOSE

Consistent with the requirements of the September 17, 2009, Maine DEP Voluntary Response Action Program (VRAP) Certification of Completion, this EMMP has been prepared for use during activities performed within the areas of the Site where petroleum-contaminated soil has been left in place, as shown on **Figure 2**. This EMMP has been prepared for use during activities that have the potential to disturb soil such as operation, maintenance, and/or construction work, including redevelopment activities, utility and subsurface structure installation/relocation work, foundation installation, grading, paving, and landscaping. Media management procedures include site controls and measures to reduce exposure to soil during these activities, as well as to facilitate the proper handling, storage, characterization, transport, onsite reuse, and/or offsite reuse, or disposal, of excess soil that may be generated. This EMMP also addresses groundwater that may incidentally be encountered and/or require management or disposal during these Site activities. Finally, this EMMP provides procedures for the long-term management of the Site.

In addition, as there is a currently proposed construction effort at the Site, this EMMP has been prepared for use during the construction of a five-story, three-bay parking structure at 44 Bedford Street on the USM campus, which is within the limits of the Site, that will include 643 parking spaces (see **Figure 3**).

1.2 SITE AND SURROUNDING AREA HISTORY

The Site is located in an urban area of Portland that has been developed since the late 1800s. The Site and surrounding area history presented below is referenced in Woodard & Curran's May 2009 Soil Remediation Closure Report (Woodard & Curran, 2009). Historical Site features, including locations of former roads and buildings, are provided on **Figure 4**.

<u>Former Nabisco/Johnson Supply Company Property</u>. The current Glickman Family Library property was formerly used as a bakery (Nabisco) and a warehouse (Johnson Supply Company). Two registered underground storage tanks (USTs) were removed from the property currently occupied by the library. Nabisco reportedly had one UST listed as a 10,000-gallon No. 2 fuel oil tank removed in 1990. The former Johnson Supply Company reportedly had one UST listed as a 6,858-gallon tank also removed in 1990. The installation dates of these USTs are unknown. In addition, one 1,000-gallon diesel UST was removed from the Forest Avenue I-295 southbound on-ramp, which abuts the Site. The installation and removal dates of this UST are unknown.

Former Portland Plastics Property. Prior to purchase by UMS, two properties at 53 and 63 Winslow Street were owned by Portland Plastics and were used for pipe storage purposes. A gasoline UST was located adjacent to the south end of the Portland Plastic buildings and was removed in the early 1970s. The installation date is unknown. Based on 1937 and 1954 Sanborn Fire Insurance maps, an auto sales and service facility was also formerly located at 53 Winslow Street.

Former Steego Property. The current Wishcamper Center building is in the area of the former Steego Building, which was originally built in 1926 for use as "Forest City Motors, Sales and Service" and was later used as a Steego Auto Parts Warehouse. A 1,000-gallon No. 2 fuel oil UST was removed from the Steego Supply Company in 1990 (installation date unknown). Two additional No. 2 fuel oil USTs were installed in 1986 and removed in 2006 and 2007.

Former Eastern Electric Property. The former building at 20 Bedford Street, located to the northeast of the Site, was originally constructed in the 1950s for use as a truck sales and service facility. The property was later used by Eastern Electric Corporation as an office/warehouse. An abandoned 500-gallon No. 2 fuel oil UST (installation date unknown) was encountered during the removal of petroleum-contaminated soil at the former Eastern Electric property in 2007. The UST was found to be filled with sand. Petroleum-contaminated soil was removed along the sides and bottom of the excavation to levels below Maine DEP cleanup guidelines.

1.3 INITIAL ENVIRONMENTAL ASSESSMENTS AND REMEDIATION: 1990-2007

The following summary of previous investigation and remediation activities performed at the Site is referenced in Woodard & Curran's May 2009 Soil Remediation Closure Report (Woodard & Curran, 2009).

Former Nabisco/Johnson Supply Company Property. Clean Harbors removed the 10,000-gallon No. 2 fuel oil UST from the former Nabisco facility property in 1990 and reported contamination during removal. This tank was described by Clean Harbors as having six to ten holes. Approximately 9 cubic yards of contaminated clay soil was removed and no free petroleum product was reported.

In 1992, a total of 439 tons of petroleum contaminated soil (above 50 parts per million [ppm]), identified as No. 2 fuel oil, were removed from one of the former tank beds located in back of the library. The petroleum-contaminated soil was removed from the Site and processed through an asphalt reclaiming process. Polychlorinated biphenyls (PCBs) and volatile organic compounds (VOCs) were not detected in the soil samples analyzed.

Former Steego Property. A Phase II Subsurface Investigation was completed by Woodard & Curran in 2006 and 2007 and included the eastern inside portion of the former Steego garage and the adjoining paved parking lot area. Eight exploratory test pits were excavated in the parking lot area in May 2006 and 22 geoprobe borings were later drilled during July 2007. A photoionization detector (PID) was used to screen soil during the geoprobe investigation. Petroleum-contaminated soil was found beneath the paved parking lot area and was later excavated in 2007 (see Section 1.5 below, and Figure 1-2 of the Certification of Completion [**Appendix A**]). Soil samples were collected from two geoprobe points for the analysis of hazardous waste characteristics (cyanide reactivity, sulfide reactivity, flashpoint, PCBs, chlorinated herbicides, VOCs, semi-volatile organic compounds [SVOCs], RCRA 8 metals, and pH) to pre-characterize the soil for offsite disposal. Laboratory test results did not exceed applicable levels for hazardous waste classification.

1.4 VOLUNTARY RESPONSE ACTION PROGRAM: 2006-2007

In July 2006, USM applied to participate in the Maine DEP's VRAP. This application was related to the cleanup of petroleum-contaminated soil related to the construction of the University Commons in the area of the Site, formerly occupied by the Steego building and an adjoining paved parking lot area located between the Steego building and the former Eastern Electric facility. This area was planned for redevelopment, which included the demolition of the Steego and Eastern Electric buildings and construction of the USM Wishcamper Center.

An Addendum to the original VRAP application was submitted to the Maine DEP in August 2007. This addendum was submitted to permit additional phases of petroleum soil investigation and removal on abutting properties that were not included in the original VRAP. The additional properties included the former Portland Plastic properties and the property associated with the library.

1.5 SOIL REMOVAL ACTIVITIES: 2007-2008

Consistent with environmental assessment work conducted between 2006 and 2007, petroleum-impacted soil removal and offsite processing was conducted concurrent with the redevelopment work and in accordance with VRAP requirements. Former USTs were found to be the source of this petroleum contamination and therefore processing of soil removed from the Site was conducted via asphalt batching as authorized in several Virgin Petroleum Product letters issued by Maine DEP. The soil cleanup at the Site was conducted over several phases (as additional properties were added to the redevelopment plan), and a total of approximately 9,200 tons of petroleum-contaminated soil was removed from the Site between 2007 and 2008. Excavated soil was transported to Commercial Paving and Recycling Co. of Scarborough, Maine for recycling.

A summary of soil removal activities performed at the Site in 2007 and 2008 is referenced in Woodard & Curran's May 2009 Soil Remediation Closure Report (Woodard & Curran, 2009). Areas of soil removal are shown on Figure 1-2 of the Certification of Completion (**Appendix A**). During each soil removal event, petroleum-contaminated soil identified using a PID was excavated to levels below the following Maine DEP cleanup goals, which were applicable at the time:

- Petroleum-contaminated soil was removed under any new building to less than 10 ppm using a PID.
- Petroleum-contaminated soil was removed outside building footprints to levels less than 200 ppm, which includes soil beneath proposed landscaped areas.

These conditions were described as part of the VRAP application submitted in July 2006 and amended in August 2007. These cleanup goals were later modified so that concentrations in excess of 200 ppm were allowed to be left in place beneath the library expansion and a landscaped area located between the Wishcamper Building and library expansion (see **Figure 2**). All excavated areas were then backfilled with clean fill and compacted/graded/covered as appropriate for the proposed use of each area. As stated in the Certification of Completion (**Appendix A**), these remedial actions were completed to the Maine DEP's satisfaction.

In addition to soil removal, the following engineering solutions were implemented:

- Former Parking Lot Area (Former Steego Fuel Oil UST/Current Wishcamper Center): In the area where soil was removed, continuous footings below and between the Wishcamper building's perimeter wall are surrounded by a combination of geofoam blocks and clean backfill. The geofoam blocks were wrapped with 40 mil HDPE, and the remaining portion of the building where geofoam was not present was underlain by a vapor barrier.
- Glickman Family Library Expansion: Petroleum-contaminated soil that was found to extend beyond the limits of the pilings, pile caps, and grade beams were left in place. Engineered controls to mitigate potential petroleum vapor migration through the building slab include a passive ventilation system and a 15 mil vapor barrier installed below the library floor slab.

1.6 SHALLOW SOIL SAMPLING: 2019

In December 2019, shallow soil sampling was conducted at the Site by Woodard & Curran to evaluate conditions that may be encountered during a proposed reconstruction and expansion of the existing surface parking lot (which did not proceed). Six shallow (0-5 feet below ground surface [bgs]) composite soil samples were collected from the Site, as shown on **Figure 3**. Composite samples were collected to be representative of the expected depth of disturbance and did not distinguish between fill and native soil layers. Elevated PID readings indicative of significant petroleum contamination were not identified during the sampling event. In addition, no odors or petroleum saturated soil were observed during the investigation. Each sample was analyzed for the following typical waste disposal parameters: VOCs, SVOCs, RCRA 8 metals, extractable petroleum hydrocarbon (EPH), PCBs, pesticides, herbicides, reactivity (sulfide and cyanide), corrosivity, and ignitability.

Soil sample results were compared to the then applicable (October 19, 2018) excavation/construction worker risk-based Remedial Action Guidelines (RAGs) published by Maine DEP. Low levels of petroleum constituents were detected in three samples and metals were detected in all six soil samples; however, all detected concentrations were below the applicable RAGs (Woodard & Curran, 2020). **Appendix B** shows results for analytes that were detected above laboratory reporting limits in at least one sample.

1.7 LIMITED SUBSURFACE INVESTIGATION: 2021

A limited environmental subsurface investigation was conducted by Woodard & Curran at the Site between April 26 and May 3, 2021, in conjunction with a geotechnical investigation completed by S.W. Cole Engineering, Inc. The purpose of this work was to gain an understanding of current environmental conditions in soil and groundwater at the Site in order to plan for the proper management and disposal of materials that may be encountered and/or generated as excess during construction of the five-story structured parking garage.

Woodard & Curran collected soil samples at three boring locations (B-21-02, B-21-04, and B-21-05) from both the fill and native materials. Soil boring locations were positioned in the areas of expected soil disturbance and are shown on **Figure 3**. Samples were field screened for total VOCs using a PID, and headspace screening results for VOCs were less than or equal to 0.2 ppm across the Site.

The analytical suite for fill material was selected to be consistent with typical commercial solid waste receiving facility requirements and included EPH (carbon fraction ranges only), VOCs, SVOCs, PCBs, RCRA 8 metals, herbicides, pesticides, reactive cyanide, reactive sulfide, ignitability, and corrosivity.

The analytical suite for native material was selected based on the Site contaminants of potential concern and were focused to evaluate if undisturbed native materials may be classified as Inert Fill per Maine DEP Solid Waste Management Rules, Chapter 400. Consistent with the contaminants of potential concern, these analytes included EPH and RCRA 8 metals.

The investigation also included the installation of one groundwater monitoring well and sampling to evaluate groundwater conditions. This monitoring well was installed in the same location as B-21-05, as shown on **Figure 3**. The groundwater sample was submitted for analysis of EPH, volatile petroleum hydrocarbons (VPH), and total RCRA 8 metals.

A summary of the analytical results associated with the April 2021 soil sampling is presented in **Table 1.** A summary of the analytical results associated with the May 2021 groundwater sampling is presented in **Table 2**. Sampling results were compared to the current Maine RAGs (May 1, 2021), and results indicated the following:

- Low concentrations of petroleum constituents and metals were detected in the fill samples at concentrations well below the applicable RAGs.

- No concentrations of petroleum constituents were detected in native samples. Low concentrations of metals (arsenic, barium, chromium, and lead) were detected in all three native samples. These concentrations were well below the respective RAGs and Background levels published by Maine DEP.
- No EPH, VPH, or metals were detected in groundwater, with the exception of barium. Barium was detected at a concentration of 85 micrograms per liter (µg/l), well below the construction worker RAG of 100,000 µg/L.

1.8 SUMMARY OF EXPECTED SITE CONDITIONS

Consistent with the findings of the previous assessments and remedial actions completed at the Site and surrounding areas, conditions that may be reasonably anticipated during the planned construction work, as well as during the long-term operation of the Site, are as follows:

- Previous environmental assessments completed at the Site and surrounding area have identified the presence of petroleum-contaminated soil, reportedly related to discharges of petroleum from former USTs.
- Petroleum-contaminated soil was left in place because of perched and/or high groundwater tables and the presence of utility lines. The petroleum-contaminated soil is located several feet below ground surface, covering an area approximately 5,400 square feet and as shown on **Figure 2**. For areas of remaining contamination where building construction was not involved (parking lots and open space areas), appropriate cover systems were designed and constructed.
- In general, fill material observed at the Site consists of fine to coarse sand and silt with varying amounts of gravel and brick. Native material underlying the fill generally consists of dense silt and sand or clay with varying amounts of sand, silt, and gravel. Native material was generally observed between approximately 2.5 and 4 feet bgs in the soil borings completed in 2019 and 2021, with the exception of location B-21-02 where native material was not encountered until approximately 10 feet bgs.
- Fill materials collected from within the footprint of the proposed parking garage contain detectable levels of petroleum constituents and metals at concentrations well below the respective RAGs. These conditions are typical of urban properties in the Greater Portland area. Consistent with the detected analyte concentrations, excess fill that may be generated during construction activities at the Site would be considered a solid waste per Maine DEP Solid Waste Chapter 400 once generated as a waste material. The excess material may be acceptable for reuse or disposal at a properly permitted municipal or commercial landfill, or may be beneficially reused at another construction project following appropriate permitting under Maine DEP Solid Waste Chapter 418.
- Native materials below the fill at the Site are considered inert based on analytical results and the observation that these materials were naturally deposited and undisturbed by previous development. Inert Fill is exempt from Manie DEP Solid Waste permitting and can be reused as fill in offsite construction projects.
- No soil classified as hazardous waste is known to be present at the Site.
- During the limited subsurface sampling conducted in April and May 2021, groundwater at the Site within the three advanced borings was observed at approximately 6 to 8.5 feet bgs. If groundwater is extracted from the Site during construction, it is likely that it may be discharged to the Portland Water District's Publicly Owned Treatment Works (POTW) following appropriate permitting, or infiltrated onsite.

2. RESPONSIBILITIES AND NOTIFICATION

The Owner of the Site is responsible for adopting and implementing this EMMP, and ensuring that the EMMP is adhered to during construction. This responsibility may be contractually transferred to the Developer, Construction Manager, or other designated responsible party as appropriate for the project.

The Owner or designated responsible party is responsible for notifying Environmental Professional prior to the start of any work that has the potential to disturb subsurface soil within the areas of petroleum contaminated soil left in place at the Site, and in the event of unanticipated conditions, as described in Section 4.4. Notification to the Environmental Professional is not necessarily required prior to work that has the potential to disturb subsurface soil in other areas of the Site, provided that all procedures described in this EMMP are followed. However, notification and consultation with the Environmental Professional is recommended prior to the initiation of any significant construction project (e.g., larger projects outside of general landscape and utility maintenance work).

Notification to Maine DEP at the start of work is not required provided that the procedures described in this EMMP are following throughout Site work activities, unless work is being completed in the areas of petroleum contaminated soil left in place. Excavations greater than 1 foot bgs within these areas are prohibited without prior written permission from the Maine DEP (see **Section 4.2.4**). The Owner is responsible for providing notification to Maine DEP prior to work that includes excavations greater than 1 foot bgs within the areas of petroleum contaminated soil left in place at the Site, though this responsibility may be fulfilled by the Environmental Professional on behalf of the Owner.

Other specific EMMP requirements to be fulfilled by the Owner or designated responsible party include the following:

1. Maintain recordkeeping of the soil excavation, monitoring, onsite management, onsite reuse, and offsite reuse and disposal activities performed during any soil disturbing activity within the petroleum contaminated soil left in place area or projects that generate excess soil;
2. Document the results of environmental investigations conducted at the Site, including sampling results, and make this information available to designated employees and applicable contractors that will be conducting work in the area where the EMMP will be implemented;
3. Ensure that work conducted that has the potential to disturb existing soil and/or generate excess soil is monitored and conducted in accordance with this EMMP;
4. Assist the earthwork contractor or other performing parties with the recommended soil and groundwater management activities (described herein); and
5. Provide training and hazard communication to workers as needed, as described in Section 3.2 and 3.3.

The following contact information is provided for use during the implementation of this EMMP:

Owner	**Owner's Project Manager**
University of Southern Maine John Souther Executive Director of Facilities Management 30 University Way, Gorham, ME 04038 207.780.4585 (o) john.souther@maine.edu	University of Southern Maine Ann Vashon Project Manager 25 Bedford Street, Portland, Maine 04104 207.712.5183 (c) ann.vashon@maine.edu

Environmental Professional

Jedd S. Steinglass
Project Manager
Woodard & Curran
41 Hutchins Drive, Portland, ME 04102
207.558.3732 (o)
207.756.2319 (c)
jsteinglass@woodardcurran.com

Maine DEP VRAP Coordinator

Christopher Redmond
Maine Department of Environmental Protection
Division of Remediation
Voluntary Response Action Program
17 State House Station, Augusta, ME 04333-0017
207.215.8597 (o)
christopher.redmond@maine.gov

3. GENERAL HEALTH & SAFETY RECOMMENDATIONS

This section has been prepared to provide general health and safety information and recommend the minimum health and safety related procedures for construction at the Site. This information is focused to assist persons not otherwise required to prepare their own health and safety plan (e.g., visitors) while engaged in activities at the Site.

Please note that the information presented in this section is not appropriate for use by any personnel that are required to prepare a Health and Safety Plan (HASP) in order to comply with any applicable Federal, State, local, or other health and/or safety requirements and safe construction practices.

3.1 PERSONAL PROTECTIVE EQUIPMENT

Modified Level D personal protective equipment (PPE), as described below, is suggested for initial entry onto the Site and for general construction and site work activities. Work gloves are recommended when directly handling Site soil (e.g., during foundation and utility installation work) and additional PPE are recommended when handing grossly contaminated[1] media as described below.

Recommended PPE Summary

Activity	Recommended PPE
General construction and site work	Modified Level D: Long-sleeved shirts and long pants Composite or steel toed boots with socks Hard hats Safety glasses Reflective safety/traffic vest
Tasks where personnel will be directly handling soil (e.g., foundation and utility installation work)	Modified Level D as described above with the addition of: Work Gloves
Handling of grossly contaminated soil, water, and other media[1]	Modified Level D as described above with the addition of: (one or more as applicable for the specific work task) Disposable nitrile or chemical resistant gloves Tyvek® or equivalent coveralls Disposable rubber boot covers Rubber waders or boots

No Level C work activities are anticipated; however, conditions should be continuously monitored by appropriately trained personnel to ensure that conditions requiring Level C or higher protection are not present.

3.2 TRAINING REQUIREMENTS

Based on known concentrations of contaminants as determined through the previously described environmental investigations conducted at the Site and the activities and personnel that are anticipated to be onsite during construction

[1] Indicators of gross contamination may include the presence of free petroleum product and/or persistent odors associated with petroleum, chlorinated solvents, or unknown materials within the work zone.

and redevelopment (i.e., construction personnel and brief visits by non-construction personnel), no specialized training or certification is required. However, as a conservative measure, basic project-specific hazard training and/or risk communication is recommended for Site workers who may come into contact with soil (e.g., earthwork contractors, underground utility installers, landscapers). Recommended practices are summarized below in Section 3.3. In addition, qualified personnel should continuously monitor Site conditions to identify potential unanticipated conditions that may warrant specialized training.

3.3 HAZARD COMMUNICATION

Injury and/or illness may result when personnel come in direct contact with hazardous materials, or breathe hazardous dusts, fumes, mists, vapors, or gases. It is recommended that workers abide by their own written Hazard Communication Program requirements. Example hazards and mitigation techniques that are considered best practices and may be applicable are summarized below:

- Inhalation of soil containing contaminants is possible if excessive dust is not controlled during work activities. Dust control measures detailed in Section 4.3.1 should be followed throughout the work activities.
- Ingestion of contaminant-containing soil may result if good personal hygiene practices are not followed. Personnel should wash hands thoroughly after completion of work, before breaks, and before eating or drinking. Smoking and chewing gum or tobacco should be discouraged or prohibited due to the potential for hand-to-mouth transfer of soil. Additionally, as described in Section 3.1, personnel should wear work gloves when directly handling soil.
- The tracking of contaminant-containing soil originating at the Site to offsite locations should be avoided. For example, work boots and clothing should be changed out for street clothes prior to leaving the Site and/or before coming into contact with non-construction personnel.
- Eye exposure to contaminant containing particles or dusts may occur when a worker does not wear safety glasses and/or when unwashed hands come into contact with the eyes.

It is recommended that the Environmental Professional regularly document subsurface activities in the areas of petroleum-contaminated soil left in place (see **Figure 2**).

4. SOIL MANAGEMENT PLAN

4.1 OVERVIEW

Soil at the Site that is disturbed during work activities (e.g., general site construction, work in the public way, utility and other subsurface structure maintenance/repair/installation/relocation work, grading, paving, landscaping, and foundation installation) must be properly managed.

Provisions for the management and onsite reuse of soil that may generally be encountered or disturbed during work activities are provided within this EMMP. In addition, though environmental conditions at the Site do not warrant the performance of active soil remediation, this EMMP may be used to guide the management of excavated soil that may need to be transported offsite for disposal based on the design constraints of the work. Finally, if dewatering is necessary to facilitate the work, recommended practices to complete these activities are also described in this EMMP.

Please note that though no specific investigation was completed outside the limits of the Site, the procedures outlined in this document are sufficiently conservative such that work in the public way or areas of the USM campus adjacent to the Site, if applicable, may also be managed in accordance with this EMMP. Alternatively, material originating from the public way may be transferred to the City of Portland or the Maine Department of Transportation (DOT), following their approval, for proper management and disposal.

The general soil and groundwater management process for the project is as follows:

1. **Initiation of Work Activities**: Includes pre-construction considerations in Section 4.2.
2. **Construction Soil Management Controls**: Construction practices that limit migration and transport of Site soil are described in Section 4.3 and include dust control measures, track-out controls, stockpile management, and erosion control.
3. **Soil Excavation Monitoring**: Environmental conditions have been evaluated based on existing data. However, olfactory and visual observations are necessary throughout the project to identify potential unanticipated conditions as described in Section 4.4.
4. **Waste Characterization**: Excavated soil designated for offsite disposal or reuse shall be adequately characterized by laboratory analyses prior to offsite transport as described in Section 4.5.2.
5. **Onsite Soil Reuse**: Based on existing data, soil that originated at the Site may be reused onsite or at contiguous property owned by USM, provided that it is managed in accordance with Section 4.6.1.
6. **Offsite Reuse or Disposal**: Results of the waste characterization will be used to determine how excess soil will be disposed and to obtain receiving facility acceptance approval. Potential reuse and disposal options are described in Sections 4.6.2 through 4.6.4.
7. **Dewatering/Groundwater Management**: If groundwater is encountered during excavation activities and dewatering is necessary, groundwater shall be managed in accordance with Section 4.7.

4.2 INITIATION OF WORK ACTIVITIES

4.2.1 Potential Permits Required for Soil Excavation

Prior to conducting subsurface activities, DIG SAFE must be notified and a DIG SAFE permit number acquired. In addition, the owner and/or its representative(s) will be responsible for obtaining all permits (e.g., building, sewer connection, water, gas) and approvals from the appropriate Federal, State, or local regulatory authorities needed for activities associated with the project.

In addition, the Certificate of Completion (**Appendix A**) requires written permission from the Maine DEP for soil excavations greater than 1 foot bgs within areas of petroleum contaminated soil left in place (**Figure 2**). Prior to initiation of excavation greater than 1 foot in these areas, the DEP VRAP Coordinator shall be notified and permission shall be requested for excavation. Written approval is also required before moving soil from the petroleum contaminated soil left in place areas offsite. The Owner is responsible for providing notification to Maine DEP, though this responsibility may be fulfilled by the Environmental Professional on behalf of the Owner.

4.2.2 Site Access Control

Access to the Site shall be adequately restricted to prevent non-construction personnel from contacting existing soil during the performance of construction and redevelopment work. These controls may include temporary or permanent perimeter fencing, signage, or a combination of similar measures.

4.2.3 Temporary Facilities/Utilities

Water supply for dust suppression and decontamination will be provided by the contractor in coordination with the Portland Water District, as needed. Possible water supply options include a temporary water service connection to the water main or a fire hydrant located in the area of the Site.

4.3 CONSTRUCTION SOIL MANAGEMENT CONTROLS

4.3.1 Dust Control

Any area of soil at the Site that is disturbed or otherwise affected during construction and redevelopment work shall be consistently maintained to minimize the creation and dispersion of dust. These areas may include but are not necessarily limited to active excavation areas, haul roads, active soil stockpiles and loading areas, entrances and exits to the Site, and adjacent public roadways. Dust shall be controlled from activities including but not limited to excavation, soil loading, and vehicle traffic.

Dust suppression shall be conducted through regular sweeping and sprinkling of water, as necessary, and/or with an appropriate commercial grade dust suppressant. Several applications of water and/or other dust suppressant may be required each day to effectively manage dust. Any excess water generated during dust control activities shall be managed in accordance with Section 4.7.

4.3.2 Track-out Controls

To prevent the tracking of site soils into the public roadways, a stabilized construction entrance, tire wash area, and/or similar provisions must be established and the tires of vehicles exiting the Site shall be free of soil and dust that could be tracked into the street or otherwise mobilized. All truck tires and equipment will be inspected and cleaned as necessary prior to leaving the Site. In addition, regular street sweeping shall be conducted to clean the roadways adjacent to the Site where fugitive soil or dust may become located.

4.3.3 Stockpile Management

Stockpiles of non-native materials (e.g., fill and areas of petroleum-contaminated soil left in place) shall be handled in a manner that minimizes human contact and prevents the uncontrolled migration of soil away from the Site for the duration of the project. To meet these performance objectives, the following controls shall be used:

1. Stockpiled soil shall be surrounded by a physical barrier or a combination of barriers, such as temporary or permanent perimeter fencing and/or signage, to prohibit access by unauthorized persons. The barriers shall be maintained so that they effectively prohibit such access for the duration of the work. Perimeter fencing that

surrounds the entire area of work at the Site is acceptable as long as the remaining stockpile management procedures are fulfilled;

2. Dust suppression measures shall be employed to prevent the wind-borne entrainment and migration of soil particles from stockpiled soil during the active working or loading of this material. These measures may include periodic sprinkling of water, application of an appropriate commercial grade dust suppressant, or covering with impervious tarps, geotextile fabric, or similar materials; and
3. Erosion control measures shall be employed to prevent the offsite runoff of stockpiled soil. Erosion control measures may include straw roll/wattle, silt fence, plastic membrane, the covering of storm drain catch basins, or other suitable means, provided that offsite soil runoff is effectively prevented for the duration of time that the stockpile is present.

The measures described above shall be used to manage stockpiled Site soil during the performance of construction work. However, any generated stockpiled Site soil that is not being actively worked for a period of 14 days or more shall be completely covered with impervious tarps or similar polyethylene sheeting that is properly secured and designed for such a purpose. Covers shall be maintained throughout the period of onsite storage. Alternatively, stockpiled soil may be loaded into covered DOT-approved shipping containers.

The stockpile management requirements of this section do not apply to imported materials that are to be used at the Site during construction, or stockpiles of native material. However, general construction best management practices and applicable site development permit requirements shall still apply to these materials.

4.3.4 Erosion Control

Erosion control measures shall be employed, as needed, to prevent the offsite runoff of soil from the Site and stockpiles. Standard construction erosion control measures may include staked hay bales, plastic membrane, the covering of storm drain catch basins, or other suitable means, provided that offsite soil runoff is effectively prevented.

4.4 SOIL EXCAVATION MONITORING

During excavation activities for the Site, an assigned qualified party shall be present to monitor subsurface soil conditions and brief construction crews on soil handling and safety issues. The Environmental Professional shall be called in to assist in soil classifications and handling decisions if soils are encountered that differ from the anticipated conditions.

Site personnel shall examine excavated materials continuously for visual and/or olfactory evidence of petroleum or other impacts that may indicate Group 2 or Group 3 soil (defined below). Such evidence may include, but is not limited to, the following:

- Observation of discoloration or staining;
- Coal, ash, cinders, trash, or debris;
- The presence of free petroleum product; and/or
- Olfactory evidence including, but not limited to, odors associated with petroleum, chlorinated solvents, or unknown materials.

An interpretation of analytical results generated during previous Site investigations relative to the applicable Maine DEP RAGs indicates that soil disturbed during construction of the proposed parking garage can be managed during redevelopment and reused onsite as described in Section 4.6.1. **However**, **if conditions different than those anticipated at the initiation of construction activities are encountered during excavation (e.g., significant**

staining, odor, debris, or free petroleum product) of this project or any future project, work shall stop. Site personnel shall then notify the Environmental Professional to assist in planning further excavation, monitoring, and documentation as required.

Relevant contact information for the Environmental Professional is presented in Section 2.

4.5 SOIL CHARACTERIZATION

Conditions that may be anticipated during future operations, maintenance, and/or construction activities at the Site have been described in previous environmental reports and summarized in Section 1. However, this information will be supplemented by olfactory and visual observations documented throughout the project to identify potential unanticipated conditions. Petroleum residues can also be identified through field screening in accordance with the Maine DEP Standard Operating Procedure (SOP) TS004, which incorporates the use of a field PID, oleophilic dye test, and/or water shake test for free product as appropriate. Field screening will be completed by the Environmental Professional if conditions different than those anticipated at the initiation of construction activities are encountered during excavation (e.g., significant staining, odor, debris, or free petroleum product).

Soil categories are described in Section 4.5.1. Waste characterization procedures are described in Section 4.5.2 for soil that will be transported for offsite reuse, treatment, or disposal.

4.5.1 Soil Categories

Based on results of the previous environmental investigations, the following soil groups are applicable for all construction work at the Site:

- **Group 1 Soils**. Group 1 soils are clean, naturally deposited, uncontaminated soils as demonstrated by analytical testing results (i.e., contaminants of concern not detected above laboratory reporting limits and metals below background concentrations). Group 1 soils shall also have no visible or olfactory evidence of contamination (e.g., coal, ash, cinders, debris, and/or dark brown or black color). If field screening occurs, Group 1 soils shall exhibit no field PID results of greater than background, or indication of the presence of petroleum by other field applicable screening methods as described in Maine DEP SOP TS004. Based on results of the previous investigations, native materials at the Site have been characterized as Group 1 soils; however, if impacts to these soils are observed (i.e., visible or olfactory evidence of contamination and/or PID results greater than background), the impacted soils will be characterized as Group 2 soils.

  Group 1 soils may be reused at the Site as described in Section 4.6.1, may be reused offsite in accordance with Section 4.6.2, or if necessary due to design limitations of the project, disposed offsite in accordance with Section 4.6.3.

- **Group 2 Soils**. Group 2 soils have detectable concentrations of contaminants of concern and/or metal concentrations above background; exhibit visible and/or olfactory evidence of contamination; and/or field screening readings of background or greater on a PID, or detected petroleum based on other field screening methods as described in Maine DEP SOP TS004. Visual evidence of contamination may include coal, ash, cinders, debris, and/or dark brown or black color. Group 2 soils may have a petroleum or tar odor. Based on results of the previous investigations, fill material throughout the Site has been characterized as Group 2 soils.

  In addition to fill material throughout the Site, areas of petroleum-contaminated soil left in place (as shown on **Figure 2**) have been characterized as Group 2 soils.

  Group 2 soils may be reused at the Site in accordance with the requirements of Section 4.6.1. Group 2 soils that cannot be reused at the Site may be reused offsite in accordance with Section 4.6.2 or properly disposed of in accordance with Section 4.6.3.

- **Group 3 Soils**. If soils from the Site are found to fall into the category of a Hazardous Waste on the basis of toxicity characteristic leaching procedure (TCLP) or other laboratory testing, those soils are characterized as Group 3 soils. Group 3 soils cannot be reused at the Site and must be removed and properly disposed of as hazardous waste (Section 4.6.4). Based on the results of the previous investigations, Group 3 soils are not anticipated at the Site.

4.5.2 Waste Characterization

4.5.2.1 Previously Completed Waste Characterization

Waste Characterization sampling was completed by Woodard & Curran during the previous investigation for fill material, and the resulting data (detected analyses only) is summarized in **Table 1**. Complete analytical results are presented in the corresponding reports.

Subject to review by the selected receiving facility, this data may be suitable to receive approval from a properly permitted receiving facility to dispose of at least 750 tons[1] of soil from the area of the proposed parking garage construction at the Site. Facility acceptance and approval coordination for this soil will be conducted by the Developer or Construction Manager, with documentation of facility acceptance provided for review and approval by the Environmental Professional prior to any offsite transport of soil.

4.5.2.2 Supplemental Waste Characterization

If the selected disposal facility requires further sampling and laboratory analysis prior to the removal of soil from the Site and/or if additional sampling is required due to the final expected volume of excess soil from the proposed parking garage project or other future construction efforts, supplemental Waste Characterization sampling shall be completed and/or documented by the Developer or Construction Manager. Associated activities will include soil sampling, laboratory analysis, data review, and facility acceptance and approval coordination. Waste characterization samples may be obtained in situ through test pitting or may be collected from existing stockpiles or containers so long as the samples provide an accurate and unbiased representation of the waste stream.

Supplemental waste characterization analytical requirements and sampling frequency will be specified by the selected offsite disposal or reuse facility. The following list describes the typical waste characterization analytical sampling parameters. However, this list must be verified by the selected disposal facility prior to analysis to ensure that it meets specific disposal facility acceptance criteria.

- EPH
- total RCRA 8 metals (or TCLP RCRA 8 metals if required based on total concentrations)
- VOCs
- SVOCs
- PCBs
- pesticides and herbicides
- corrosivity (pH)

[1] Amount based on disposal facility sample frequency requirement of 1 sample per 250 tons of material for the first 1,000 tons, then one sample for every 500 tons thereafter.

- reactivity (cyanide and sulfide)
- flashpoint
- paint filter test for free liquids (as appropriate for moist or wet soils)

4.6 SOIL REUSE AND DISPOSAL

At a minimum, all Site soil that is disturbed during the performance of construction or redevelopment work shall be handled and stored in a manner that minimizes human contact and prevents the uncontrolled migration of soil away from the Site for the duration of the project. Available options to manage excess material that may be generated during the proposed parking garage construction and/or future development projects are detailed below.

4.6.1 Onsite Reuse

Consistent with known conditions, Group 1 soil that is disturbed or otherwise affected during Site operations, maintenance, and/or construction work may be reused at the Site without restriction. Group 2 soil that is disturbed or otherwise affected during operations, maintenance, and/or construction activities may be reused at the Site, provided measures to minimize direct contact with existing soil during the future operation of the Site are installed by the completion of the project. The appropriate measures to minimize direct contact will be dependent on the concentrations of contaminants in the specific Group 2 soil that is being reused, which shall be evaluated by the Environmental Professional. However, example features that would minimize direct contact include:

- Intact asphalt pavement, concrete, brick, pavers, or other impervious materials;
- A high visibility demarcation layer (e.g., orange snow fencing, orange TenCate Mirafi® 140NLO) overlain by 6 inches or greater of clean soil then at least 6 inches of loam or topsoil and landscaping;
- 24 inches or greater of clean fill (no underlaying demarcation layer required if 24 inches of clean materials are used); or
- Permanent buildings or parking structures (see Section 5.2 for vapor control requirements for occupied buildings).

Imported materials from appropriate sources (e.g., loam and topsoil from landscaping companies or virgin sources) do not require characterization or approval prior to use below landscaping.

Example soil reuse applications include backfill, grading, and landscaping materials. However, the soil excavation monitoring procedures described in Section 4.4 must be completed throughout the performance of construction and redevelopment activities to verify that onsite soil reuse is appropriate.

If soil is found to fall into the category of a Hazardous Waste on the basis of TCLP or other laboratory testing, that soil cannot be reused onsite and must be removed and properly disposed offsite as hazardous waste (Section 4.6.4).

If conditions different than those anticipated are encountered (e.g., significant staining, odor, debris, or free petroleum product) work shall stop. Site personnel shall then notify the Environmental Professional to assist in planning further work, monitoring, and documentation as required. If unanticipated conditions are confirmed by the Environmental Professional, they will be responsible for providing notice to the Maine DEP VRAP group.

4.6.2 Offsite Reuse

Group 1 soil may be reused off site as fill in construction projects without restriction.

Group 2 soil that has been properly characterized may be beneficially reused at a facility that maintains an appropriate permit issued in accordance with Maine DEP Chapter 418. Proof of facility acceptance and approval, as well as the proposed shipment documentation, shall be retained for project documentation by the Owner and provided to the Environmental Professional for approval prior to any offsite transport of soil.

Soil categorized as Hazardous Waste cannot be reused offsite and must be disposed offsite as hazardous waste (Section 4.6.4).

The acceptability of each proposed offsite reuse application for Group 2 soil must be verified and approved by the Maine DEP in consultation with the Environmental Professional prior to the removal of any soil from the Site.

4.6.3 Offsite Disposal

Group 1 and/or Group 2 soil from the Site that is designated for offsite disposal at a Maine DEP-permitted receiving facility must be profiled and accepted at the selected facility prior to shipment. Proof of facility acceptance and approval, as well as the proposed shipment documentation, shall be retained for project documentation by the Owner or designated party and provided to the Environmental Professional for approval prior to any offsite transport of soil.

All soil that is transported offsite must be shipped by a Maine DEP licensed Non-Hazardous Waste Transporter under a Maine DEP Nonhazardous Waste Transporter Manifest or a similar shipping document that identifies the source location and description of the material, volume and/or weight, shipment date, and receiving location. Following offsite transportation, clear copies of delivery tickets, acceptance tickets, weight slips, Bill of Lading forms, and/or manifests shall be provided for project documentation. An example copy of a Maine DEP Non-Hazardous Waste Transporter Manifest is included for reference in **Appendix C**.

Subject to current appropriate permitting, potential offsite disposal facilities include, but are not necessarily limited to:

- Waste Management Crossroads Landfill, Norridgewock, ME
- Waste Management Turnkey Landfill, Rochester, NH
- Casella Juniper Ridge Landfill, Old Town, ME

4.6.4 Offsite Disposal of Hazardous Waste

Soil that meets any of the criteria for a characteristic hazardous waste as defined in 40 CFR 261 (i.e., Group 3) is not anticipated at the Site. However, if hazardous waste is identified, notice shall be provided immediately to the Environmental Professional. This material cannot be reused onsite, and it must be disposed offsite. Appropriate receiving facility profiling, acceptance, and approval by the Environmental Professional in consultation with the Maine DEP is required prior to the removal of any hazardous waste from the Site.

4.6.5 Verification / Confirmatory Soil Sampling

It is not anticipated that verification and/or confirmatory sampling will be required at this time. However, if conditions are different than those anticipated (e.g., levels of contamination observed during work activities or waste characterization sampling are greater than expected) additional sampling may be warranted. The decision to conduct verification/confirmatory sampling, and the rationale, methodology, and data quality objectives will be established by the Environmental Professional.

4.7 DEWATERING / GROUNDWATER MANAGEMENT

The condition of groundwater shall be monitored during dewatering activities. Impacted groundwater may be identified by a petroleum or solvent odor, presence of a petroleum sheen, or field screening of soil wetted by groundwater. If dewatering is necessary to facilitate construction, the water will be pumped from the excavation and either:

1. Discharged to the ground surface within the immediate work area, provided that appropriate best management practices are implemented (e.g., erosion and sedimentation controls, engineered infiltration basin) to prevent the offsite migration of the generated materials.
2. Reinjected into the ground by sumps excavated onsite with the location documented by the Environmental Professional.
3. Discharged to the municipal sewer system in accordance with all local, State, and Federal requirements. In this instance, the water may need to be containerized (e.g., fractionation tank), tested, and pretreated if necessary, prior to disposal to meet the requirements of the Portland Water District. This process must be coordinated with the City of Portland Department of Public Works Engineering Division and the Portland Water District. Typical analytical requirements are listed below:
   - pH and conductivity
   - total metals (including cadmium, copper, chromium, lead, zinc, nickel, silver, mercury, arsenic)
   - EPH and VPH
4. Managed onsite in appropriate containers (e.g., fractionation tank) for subsequent waste characterization and offsite disposal. Waste characterization must be conducted in accordance with the selected disposal facility's acceptance requirements.

Water generated from dewatering of wet soil shall also be managed as described above. Groundwater that is encountered during construction activities but is not removed from the excavation either by pumping or excavation of wet soil does not need to be managed as part of this EMMP.

If the presence of petroleum or other unexpected conditions are encountered in association with groundwater, the dewatering activities shall stop. Site personnel shall then notify the Environmental Professional to assist in planning further dewatered groundwater management. If unanticipated conditions are confirmed by the Environmental Professional, they will be responsible for providing notice to the Maine DEP VRAP group.

4.8 DECONTAMINATION PROCEDURES

As a general practice, tools and equipment that contact Group 2 or Group 3 soil will be decontaminated prior to taking them offsite. This requirement will be applicable to all tools, heavy machinery, and excavating and hauling equipment used during Site construction activities and handling of Site soil (Group 2 and 3). Decontamination shall include removal of visible soil and dust with a dry broom/brush and subsequent inspection. If the dry brush technique is not sufficient to remove visible signs of soil and dust, wet decontamination consisting of washing down equipment with high-pressure water hoses, brushes, and/or steam must be performed. In addition, all tools and equipment that contact groundwater at the Site shall be decontaminated such that free liquids, dirt, and silt are removed prior to taking them offsite.

All water generated during decontamination activities shall be managed in accordance with Section 4.7.

4.9 RECORDKEEPING AND REPORTING

Records shall be kept of all soil excavation and handling activities within the petroleum contaminated soil left in place area or projects that generate excess soil. Recordkeeping requirements are ultimately the responsibility of the Owner, but in practice may be fulfilled by the Construction Manager or Developer. These records shall include but not be limited to the following:

1. A list of the contractors and any subcontractors conducting soil excavation, onsite management and reuse, and offsite transport and reuse/disposal work;
2. Copies of HASP(s) used;
3. Copies of shipping records for all soil that is transported offsite;
4. Copies of existing conditions and as-built site plans showing the areas of pavement, concrete, landscaping, demarcation layers, permanent building foundations, etc.;
5. Copies of analytical results for samples collected for waste characterization (Section 4.5.2), confirmation sampling (Section 4.6.5), and/or groundwater discharge (Section 4.7); and
6. Copies of plans showing locations where groundwater was reinjected into sumps, if used, after dewatering.

In the event additional or unexpected contamination is discovered, soil characterization and/or verification soil sampling records will be retained, and copies provided to the Environmental Professional. The Environmental Professional will be responsible for providing records to the Maine DEP VRAP group.

If changes in Site conditions warrant EMMP revisions, the Maine DEP will be notified by the Environmental Professional and a revised EMMP shall be prepared for approval by Maine DEP.

5. LONG-TERM ENVIRONMENTAL MANAGEMENT

The following presents a summary of environmental management practices, including institutional and engineered controls, and soil management techniques, which can be used to manage potential risk posed by soil conditions during the long-term operation of the Site.

5.1 INSTITUTIONAL CONTROLS

In accordance with Maine DEPs September 17, 2009, VRAP Certification of Completion, the following intuitional controls apply to the Site:

1. The future installation of additional groundwater extraction wells on the property for any purpose is prohibited without prior written permission from the Maine DEP.
2. Property use shall remain non-residential unless otherwise approved in writing by the Maine DEP.
3. A Declaration of Environmental Covenants, as defined in 38 M.R.S.A. § 3001 et seq, that is consistent with the Certification of Completion and acceptable to the Maine DEP must be prepared and recorded at the Cumberland County Registry of Deeds. A copy of the recorded document must also be supplied to the Maine DEP.

In addition, the following institutional controls apply to the areas of the Site where petroleum-contaminated soil was left in place (see **Figure 2**):

1. Soil excavations greater than 1 foot bgs are prohibited without prior written permission from the Maine DEP.
2. Emergency repair of subsurface utilities (even if greater than 1 foot bgs) (e.g., a water line break) may be performed by knowledgeable/properly trained workers; however, USM will notify the Maine DEP within 72 hours.

5.2 ENGINEERED CONTROLS

The following engineered controls apply to the Site:

1. Areas of the Site where Group 2 soil has been reused should be covered to prevent direct contact with these soils. The appropriate measures to minimize direct contact will be dependent on the concentrations of contaminants in the specific Group 2 soil that is being reused, which shall be evaluated by the Environmental Professional and approved by Maine DEP. However, example features that would minimize direct contact with existing soil include:
    - Intact asphalt pavement, concrete, brick, pavers, or similar materials installed at grade;
    - A high visibility demarcation layer (e.g., orange snow fencing, orange TenCate Mirafi® 140NLO) overlain by 6 inches or greater of clean soil, 6 inches or greater of imported loam or topsoil, and landscaping;
    - 24 inches or greater of clean fill stabilized through landscaping (no underlaying demarcation layer required if 24 inches of clean materials are used); or
    - Permanent building or parking structures.

5.3 ANNUAL INSPECTIONS

The Site is to be inspected at a minimum on an annual basis to document that the requirements of the institutional controls are being fulfilled and that the engineered controls are being maintained. An example form that may be used during annual inspections is included as **Appendix D**. Completed inspection forms should be maintained onsite and provided to Maine DEP upon request.

In accordance with Maine DEPs September 17, 2009, VRAP Certification of Completion, routine inspection and maintenance by knowledgeable/properly trained workers as required by the Maine DEP Site Location of Development permit #L-20438-22-D-A is permitted. Annual inspections may also be completed by the Environmental Professional or a representative working under the direction of the Environmental Professional.

If during the annual inspection or during normal site operations it is observed that the controls are eroded, damaged, or not present, then action to restore the system(s) must be undertaken.

Appropriate procedures are to be used if, for areas where engineering controls are present at the Site, these controls must temporarily be removed in whole or in part to facilitate the performance of Site maintenance or construction. These procedures include:

- Environmental Professional oversight
- Maine DEP notification
- EMMP compliance
- Site restoration including the repair of engineering controls to match pre-existing conditions

5.4 SOIL MANAGEMENT DURING FUTURE SITE OPERATIONS

Soil that may be disturbed during the future operations of the Site (e.g., general site construction, utility and other subsurface structure installation/relocation/repair work, grading, paving, landscaping) must be properly managed. The procedures documented in this EMMP will be appropriate guidance for proper soil management during the long-term operation of the Site.

6. REFERENCES

Maine Department of Environmental Protection (Maine DEP), 2009. VRAP Certification of Completion; September 17, 2009.

Woodard & Curran, 2006. USM Phase II Subsurface Investigation, Phase II Geoprobe Investigation, Property Abutting Former Steego Building; August 11.

Woodard & Curran, 2009. Soil Remediation Closure Report, University of Southern Maine; May.

Woodard & Curran, 2020. Memorandum from Woodard & Curran to USM RE: Results of Soil Sampling, Wishcamper Parking Lot, University of Southern Maine, Portland, Maine; January 29.

Woodard & Curran, 2021. Memorandum from Woodard & Curran to USM RE: Summary of Limited Subsurface Investigation, USM Portland Campus – Structured Parking Garage, 44 Bedford Street, Portland, Maine; June 10.

TABLES

Table 1 - Soil Analytical Results - Detections Only
USM Proposed Parking Garage/Former Steego Building
Portland, Maine

	B-21-4				B-21-5				B-21-2				Soil RAG[1] (mg/kg)			
SAMPLE ID:	B-21-4 (1-3') FILL		B-21-4 (3-5') NATIVE		B-21-5 (0-2.5') FILL		B-21-5 (3-5') NATIVE		B-21-2 (0.6-8.6') FILL		B-21-2 (11-13') NATIVE					
COLLECTION DATE:	4/26/2021		4/26/2021		4/29/2021		4/29/2021		4/29/2021		4/29/2021		Resident	Commercial Worker	Construction Worker	Background - Undeveloped
ANALYTE	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL	Result	RL				
SEMIVOLATILE ORGANICS (mg/kg)[2]																
Acenaphthene	ND	0.007	ND	0.031	ND	0.0068	ND	0.031	0.024	0.0079	ND	0.035	4,900	62,000	48,000	-
Fluoranthene	0.0086	0.007	ND	0.031	0.048	0.0068	ND	0.031	0.57	0.0079	ND	0.035	3,300	41,000	24,000	-
Naphthalene	ND	0.007	ND	0.031	ND	0.0068	ND	0.031	0.021	0.0079	ND	0.035	29	120	130	-
Benzo(a)anthracene	ND	0.007	ND	0.031	0.031	0.0068	ND	0.031	0.3	0.0079	ND	0.035	16	280	1,700	-
Benzo(a)pyrene	0.007	0.007	ND	0.031	0.036	0.0068	ND	0.031	0.26	0.0079	ND	0.035	1.6	29	9.9	-
Benzo(b)fluoranthene	0.0082	0.007	ND	0.031	0.045	0.0068	ND	0.031	0.34	0.0079	ND	0.035	16	290	1,700	-
Benzo(k)fluoranthene	ND	0.007	ND	0.031	0.014	0.0068	ND	0.031	0.1	0.0079	ND	0.035	160	2,900	17,000	-
Chrysene	ND	0.007	ND	0.031	0.03	0.0068	ND	0.031	0.25	0.0079	ND	0.035	1,600	29,000	100,000	-
Acenaphthylene	ND	0.007	ND	0.031	0.016	0.0068	ND	0.031	0.056	0.0079	ND	0.035	4,900	45,000	48,000	-
Anthracene	ND	0.007	ND	0.031	0.0087	0.0068	ND	0.031	0.075	0.0079	ND	0.035	25,000	100,000	100,000	-
Benzo(ghi)perylene	0.0076	0.007	ND	0.031	0.029	0.0068	ND	0.031	0.19	0.0079	ND	0.035	2,500	23,000	72,000	-
Fluorene	ND	0.007	ND	0.031	ND	0.0068	ND	0.031	0.024	0.0079	ND	0.035	3,300	41,000	96,000	-
Phenanthrene	ND	0.007	ND	0.031	0.016	0.0068	ND	0.031	0.3	0.0079	ND	0.035	2,500	23,000	72,000	-
Dibenzo(a,h)anthracene	ND	0.007	ND	0.031	ND	0.0068	ND	0.031	0.041	0.0079	ND	0.035	1.6	29	170	-
Indeno(1,2,3-cd)Pyrene	0.0072	0.007	ND	0.031	0.028	0.0068	ND	0.031	0.19	0.0079	ND	0.035	16	290	1,700	-
Pyrene	0.011	0.007	ND	0.031	0.056	0.0068	ND	0.031	0.49	0.0079	ND	0.035	2,500	31,000	72,000	-
1-Methylnaphthalene	ND	0.007	-	-	ND	0.0068	-	-	0.0093	0.0079	-	-	240	990	6,000	-
2-Methylnaphthalene	ND	0.007	ND	0.031	ND	0.0068	ND	0.031	0.014	0.0079	ND	0.035	330	4,100	960	-
EXTRACTABLE PETROLEUM HYDROCARBONS (mg/kg)																
C19-C36 Aliphatics	ND	6.78	ND	7.66	18.6	6.82	ND	7.76	ND	7.9	ND	8.64	100,000	100,000	100,000	-
C11-C22 Aromatics	ND	6.78	ND	7.66	9.89	6.82	ND	7.76	12.2	7.9	ND	8.64	2,600	33,000	74,000	-
C11-C22 Aromatics, Adjusted	ND	6.78	ND	7.66	9.89	6.82	ND	7.76	12.2	7.9	ND	8.64	2,600	33,000	74,000	-
TOTAL METALS (mg/kg)																
Arsenic, Total	4.37	0.421	3.11	0.456	3.5	0.411	2.94	0.462	5.06	0.451	5.33	0.507	9.3	41	54	16
Barium, Total	15.3	0.421	49	0.456	22.9	0.411	43.2	0.462	47.7	0.451	64.8	0.507	21,000	100,000	20,000	470
Chromium, Total[3]	9.57	0.421	25.7	0.456	8.69	0.411	18.9	0.462	23.4	0.451	36.8	0.507	100,000	100,000	27,000	-
Lead, Total	4.88	2.11	7.49	2.28	3.8	2.05	6.98	2.31	14	2.25	11	2.53	140	440	460	32
GENERAL CHEMISTRY																
Solids, Total (%)	94.2	0.1	85.7	0.1	95.7	0.1	83.9	0.1	84	0.1	75.9	0.1	NA	NA	NA	-
pH (S.U.)	7.7	0	-	-	7.4	0	-	-	9	0	-	-	NA	NA	NA	-

Notes:

1. Soil RAGs: Maine Remedial Action Guidelines for Sites Contaminated with Hazardous Substances, Maine DEP, Bureau of Remediation and Waste Management (revised May 1, 2021).
2. Semivolatile Organic Componds (SVOCs) were analyzed by method 8270D SIM for fill material samples and by the Massachusetts DEP EPH method for native material samples.
3. Hexavalent chromium concentrations were not deteced above laboratory reporting limits, therefore, total chromium concentrations are compared to the RAGs for trivalent chromium (Cr III).

- = not analyzed
mg/kg = milligram per kilogram
ND = not detected at indicated reporting limit
NA = No RAG available
RL = laboratory reporting limit

Table 2 - Groundwater Analytical Results - Detections Only
USM Proposed Parking Garage/Former Steego Building
Portland, Maine

	MW-1		Groundwater RAG[1] (µg/l)	Portland Water District Discharge Limits
SAMPLE ID:	MW-1			
COLLECTION DATE:	5/6/2021		Construction Worker	
ANALYTE	**Result**	**RL**		
TOTAL METALS (µg/l)				
Barium, Total	85	10	100,000	NA

Notes:
1. Groundwater RAGs: Maine Remedial Action Guidelines for Sites Contaminated with Hazardous Substances, Maine DEP, Bureau of Remediation and Waste Management (revised May 1, 2021).
NA = no limit available
RL = laboratory reporting limit
µg/l = micrograms per liter

WOODARD &CURRAN

FIGURES

UNIVERSITY OF SOUTHERN MAINE
PORTLAND, MAINE
SOIL MANAGEMENT PLAN

Site Location

FIGURE 1

WOODARD & CURRAN

Woodard & Curran shall assume no liability for any of the following; 1.Any errors, omissions, or inaccuracies in the information provided regardless of how caused or; 2.Any decision or action taken or not taken by the reader in reliance upon any information or data furnished hereunder.

SCALE: 1 " = 2,000 '	DOC: SMP
DATE: AUGUST 2021	PROJECT #: 0232479.01
DRAWN BY: KML	SOURCE: USGS

Figure Exported: 8/5/2021 By: klambek Using: \\woodardcurran.net\shared\Projects\0232479.01 USM - Parking Lot Permitting\wip\GIS\Project Files\Steego_Parking Garage SMP\Figure 1 Site Location_Parking Garage SMP.mxd

UNIVERSITY OF SOUTHERN MAINE
PORTLAND, MAINE
ENVIRONMENTAL MEDIA
MANAGEMENT PLAN

Current Site Layout
FIGURE 2

N

Legend
- Site Boundary
- Approximate Areas of Petroleum Contaminated Soil Left In Place (Group 2)
- Parcel Boundaries

0 20 40 80 Feet

WOODARD & CURRAN

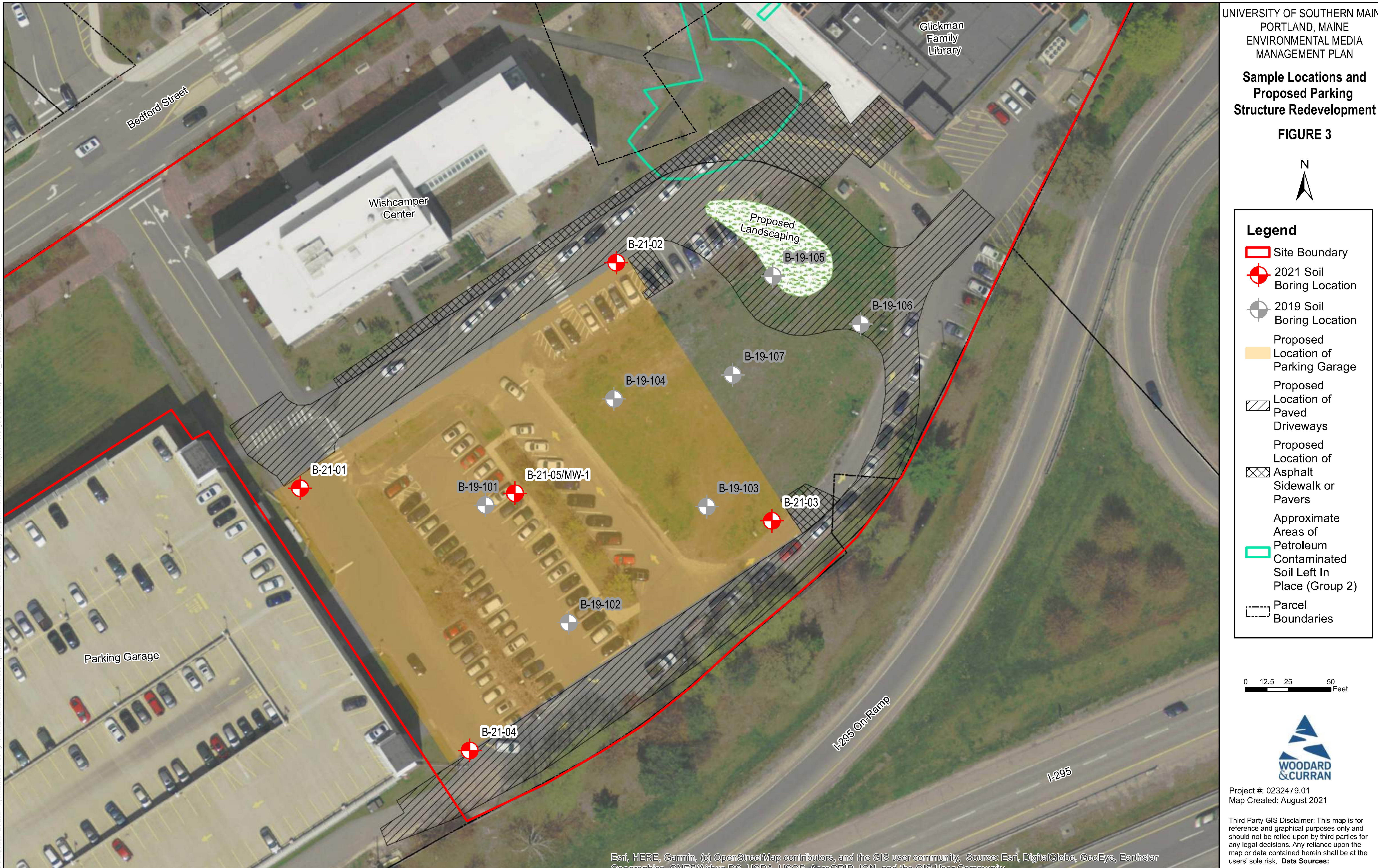
Project #: 0232479.01
Map Created: August 2021

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

UNIVERSITY OF SOUTHERN MAINE
PORTLAND, MAINE
ENVIRONMENTAL MEDIA
MANAGEMENT PLAN

Sample Locations and Proposed Parking Structure Redevelopment

FIGURE 3



WOODARD & CURRAN

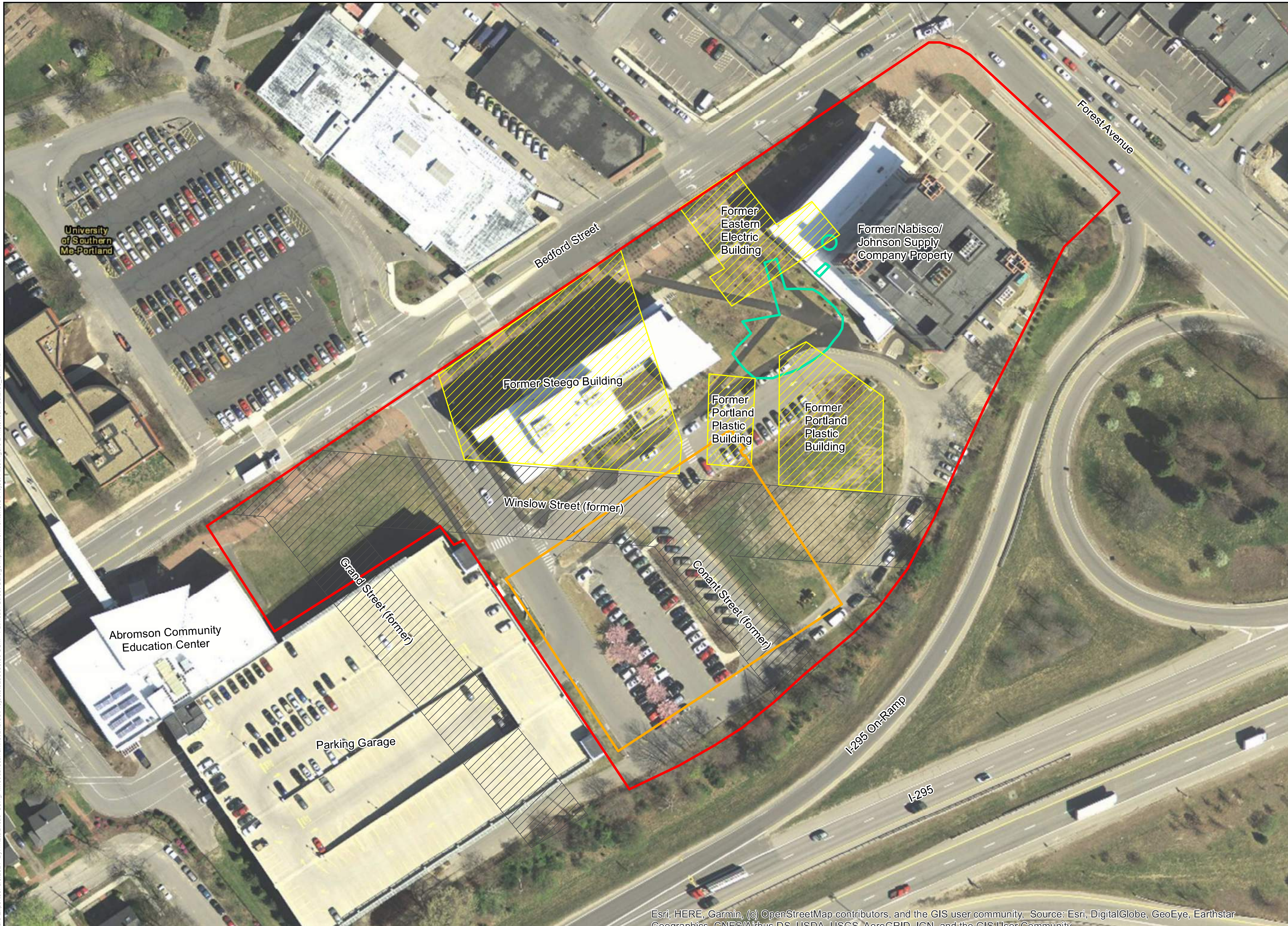
Project #: 0232479.01
Map Created: August 2021

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

UNIVERSITY OF SOUTHERN MAINE
PORTLAND, MAINE
ENVIRONMENTAL MEDIA
MANAGEMENT PLAN

Historical Site Features

FIGURE 4



N

Legend

- Site Boundary
- Proposed Location of Parking Garage
- Former Roads
- Former Buildings
- Approximate Areas of Petroleum Contaminated Soil Left In Place

0 20 40 80 Feet

WOODARD & CURRAN

Project #: 0232479.01
Map Created: August 2021

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

APPENDIX A: MAINE DEP VRAP CERTIFICATION OF COMPLETION (SEPTEMBER 17, 2009)

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

UNIVERSITY OF MAINE SYSTEM	)	COMMISSIONER'S CERTIFICATION
C/O MIKE SAUDA	)	OF COMPLETION OF REMEDIAL
96 FALMOUTH STREET PO BOX 9300	)	ACTIONS UNDER A VOLUNTARY
PORTLAND, MAINE 04104-9300	)	RESPONSE ACTION PLAN

JURISDICTION

This certification of completion of a Voluntary Response Action Plan ("VRAP") is made pursuant to the authority vested in the Commissioner of the Maine Department of Environmental Protection ("Department") or the Commissioner's delegee under 38 M.R.S.A. Section 343-E.

FINDINGS OF FACT

1. The covered property (property and/or site), referred to as University Commons, includes property located/described at 314-316 Forest Avenue (Glickman Family Library--Tax Map 114, Block D, Lot 5), 63 Winslow Street (Former Portland Plastic Pipe Warehouse--Tax Map 114, Block D, Lot 22), 53 Winslow Street (Former Portland Plastic Pipe Warehouse/Office Building—Tax Map 114, Block D, Lot 21), 46 Bedford Street & 83 Winslow Street (Former Steego Building/Current Wishcamper Bldg--Tax Map 114, Block D Lot #1), 20 Bedford Street (Former Eastern Electric Property--Tax Map 114, Block D, Lot #1), the former Winslow Street property—Tax Map 114) and undeveloped parcels located between former Conant Street and Winslow Street (Tax Map 114, Block C, Lots 1 and 2) in Portland. The site is approximately 4.83 acres in size. The property is currently owned by the University of Maine System (UMS) and the University of Southern Maine Foundation (USMF). Carol Potter, Building Construction Engineer, was the UMS Project Coordinator and point of contact for the Department. A property location map is included as Figure 1-1.

2. The property use in the area is primarily commercial/residential. The area properties utilize public water for potable water purposes and public sewer. Five geothermal wells were installed onsite and provide water for use in the Wishcamper Center closed heating/cooling system. Each well was drilled to 1500' below ground surface with 75'of 10-inch OD steel casing. In addition, one of the wells was tested for total petroleum hydrocarbons and the result was non detect.

3. The site was proposed to be redeveloped/reused as a library and other associated UMS buildings/facilities (non residential).

4. Environmental site assessments were completed for the site by Woodard and Curran, UMS's environmental consultant for the project. These assessments identified the presence of petroleum contaminated soil, reportedly related to discharges of petroleum from USTs associated with previous businesses and operations who once occupied the properties described above, now referred to in this document as the site or property.

5. As petroleum was determined to be the contamination of concern relative to this site, the site was categorized by VRAP as an "Intermediate" site for those areas upon which buildings were to be constructed (due to potential vapor concerns), and "Baseline 2" for those areas where no buildings were proposed to be constructed , following the criteria enumerated in the "Procedural Guidelines for Establishing and Implementing Action Levels and Remediation Goals for the Remediation of Oil Contaminated Soil and Ground Water in Maine". The soil cleanup at the site over several phases of the project (as additional properties were added to the redevelopment scheme), resulted in the removal of approximately 9,169 tons of petroleum contaminated soil. The petroleum contaminated soil was trucked to and recycled at Commercial Paving and Recycling located in Scarborough, Maine. All excavated areas were then backfilled with clean fill and compacted/graded/covered as appropriate for the proposed use of each area.

6. In onsite areas where cleanup goals were unable to be met (depicted on Figure 1-2 as areas of petroleum contaminated soil left in place) due to a variety of reasons including perched and/or high water tables, the preexistence of utility lines, etc, engineering solutions for vapor mitigation were designed and implemented including vapor barriers and ventilation systems, and where building construction was not involved (parking lots and open space areas) appropriate cover systems were designed and constructed. In two instances when contaminated soil excavation activities reached the property boundary with the street, and the contamination appeared to extend offsite and under Winslow and Bedford Streets, the contamination was not chased and remains in-place. In addition, certain institutional controls including restricting groundwater withdrawal and use for potable uses, developing a Soil Management Plan and restricting excavation activities into areas where residual contamination is known or thought to still exist without DEP approval, and maintenance requirements for cover systems etc, shall be developed and executed on the property deed

7. None of the contamination discovered at the property is thought to be the result of the operations conducted by the UMS. The remedial actions conducted by the UMS satisfy the petroleum contaminated soil removal objectives for the site.

UNIVERSITY OF MAINE SYSTEM	3	COMMISSIONER'S CERTIFICATION
C/O MIKE SAUDA	)	OF COMPLETION OF REMEDIAL
96 FALMOUTH STREET PO BOX 9300	)	ACTIONS UNDER A VOLUNTARY
PORTLAND, MAINE 04104-9300	)	RESPONSE ACTION PLAN

CONCLUSIONS

1. The UMS, as applicant, submitted a Voluntary Response Action Plan application to the Commissioner pursuant to 38 M.R.S.A. § 343-E for the property located at 314-316 Forest Avenue (Glickman Family Library--Tax Map 114, Block D, Lot 5), 63 Winslow Street (Former Portland Plastic Pipe Warehouse--Tax Map 114, Block D, Lot 22), 53 Winslow Street (Former Portland Plastic Pipe Warehouse/Office Building—Tax Map 114, Block D, Lot 21), 46 Bedford Street & 83 Winslow Street (Former Steego Building/Current Wishcamper Bldg--Tax Map 114, Block D Lot #1), 20 Bedford Street (Former Eastern Electric Property--Tax Map 114, Block D, Lot #1), the former Winslow Street property—Tax Map 114, and undeveloped parcels located between former Conant Street and Winslow Street (Tax Map 114, Block C, Lots 1 and 2) in Portland.

2. Site assessments conducted at the site included investigations and reports that adequately identified the contamination of concern.

3. Remedial actions addressing the identified contamination have been completed to the Commissioner's satisfaction. These actions included removal and appropriate disposal of petroleum contaminated soils from the property.

4. Provided that UMS, as applicant, and their successors and/or assigns comply with the conditions of this certification, the response actions that have been completed and the activities associated with the continued use of the property will not cause, contribute, or exacerbate releases, or threatened releases, if they exist at the property, and that are not required to be removed under the VRAP.

THEREFORE, pursuant to 38 M.R.S.A. § 343-E(5), Mark Hyland, Director, Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection certifies, subject to the conditions set forth below, that remedial actions have been completed for the UMS/USMF property located at 314-316 Forest Avenue (Glickman Family Library--Tax Map 114, Block D, Lot 5—further described in the Cumberland County Registry of Deeds in Book 9115/ Page 269), 63 Winslow Street (Former Portland Plastic Pipe Warehouse--Tax Map 114, Block D, Lot 22--further described in the Cumberland County Registry of Deeds in Book 22577, Page 79), 53 Winslow Street (Former Portland Plastic Pipe Warehouse/Office Building—Tax Map 114, Block D, Lot 21--further described in the Cumberland County Registry of Deeds in Book 22577, Page 79), 46 Bedford Street & 83 Winslow Street (Former Steego Building/Current Wishcamper Bldg--Tax Map 114, Block D Lot #1--further described in the Cumberland County Registry of Deeds in Book 9983, Page 179), 20 Bedford Street (Former Eastern Electric Property--Tax Map 114, Block D, Lot #1--further described in the Cumberland County Registry of Deeds in Book 24212, Page 10), the former Winslow Street property—Tax

UNIVERSITY OF MAINE SYSTEM	4	COMMISSIONER'S CERTIFICATION
C/O MIKE SAUDA	)	OF COMPLETION OF REMEDIAL
96 FALMOUTH STREET PO BOX 9300	)	ACTIONS UNDER A VOLUNTARY
PORTLAND, MAINE 04104-9300	)	RESPONSE ACTION PLAN

Map 114, and undeveloped parcels located between former Conant Street and Winslow Street (Tax Map 114, Block C, Lots 1 and 2--further described in the Cumberland County Registry of Deeds in Book 22577 Page 79) in Portland. Maine. Upon issuance of this CERTIFICATE, the UMS, as applicant, and the persons qualified for protection under 38 M.R.S.A. § 343-E(6) are entitled to the protection from liability to the extent provided by 38 M.R.S.A. §343-E(1). This protection from liability is limited to the matters addressed by and identified by the environmental reports and is subject to the qualifications and conditions set forth below and in 38 M.R.S.A. § 343-E.

CONDITIONS

1. The future installation of additional groundwater extraction wells on the property for any purpose is prohibited without prior written permission from the Department.

2. The UMS shall develop a Soil Management Plan (to be approved by MEDEP) for areas where known or potential petroleum contamination exists, identified on Figure 1-2, and the following activities on the site that involve soil disturbance and/or management in these areas are restricted as follows:

    A. Soil excavations greater than one foot below ground surface are prohibited without prior written permission from the Department;

    B. Emergency repair of subsurface utilities (even if greater than one foot below ground surface) (e.g., a water line break) may be performed by knowledgeable/properly trained workers; however the UMS will notify the Department within 72 hours.

    C. Routine inspection and maintenance by knowledgeable/properly trained workers as required by the DEP Site Location Of Development permit #L-20438-22-D-A is permitted.

    D. The UMS shall annually inspect and maintain the approved cover systems over these areas as described in the Soil Management Plan.

3 Property use shall remain non residential unless otherwise approved in writing by the Department.

4 The UMS shall allow the Department access with reasonable notice to and use of the property to conduct additional assessment and/or mitigation measures, if necessary.

UNIVERSITY OF MAINE SYSTEM	5	COMMISSIONER'S CERTIFICATION
C/O MIKE SAUDA	)	OF COMPLETION OF REMEDIAL
96 FALMOUTH STREET PO BOX 9300	)	ACTIONS UNDER A VOLUNTARY
PORTLAND, MAINE 04104-9300	)	RESPONSE ACTION PLAN

5. A copy of this certificate for the UMS/USMF property site described above shall be recorded at the Cumberland County Registry of Deeds. A copy of the recorded document must be supplied to the Department.

6. A Declaration of Environmental Covenants, as defined in 38 M.R.S.A. § 3001 et seq, that is consistent with this Certificate and acceptable to the Department must be prepared and recorded at the Cumberland County Registry of Deeds. A copy of the recorded document must also be supplied to the Department.

DONE AND DATED AT AUGUSTA, MAINE, THIS 17TH DAY

OF SEPTEMBER 2009.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Mark Hyland

Mark Hyland, Director
Bureau of Remediation & Waste Management

STATE OF MAINE
KENNEBEC, ss., September 17th, 2009

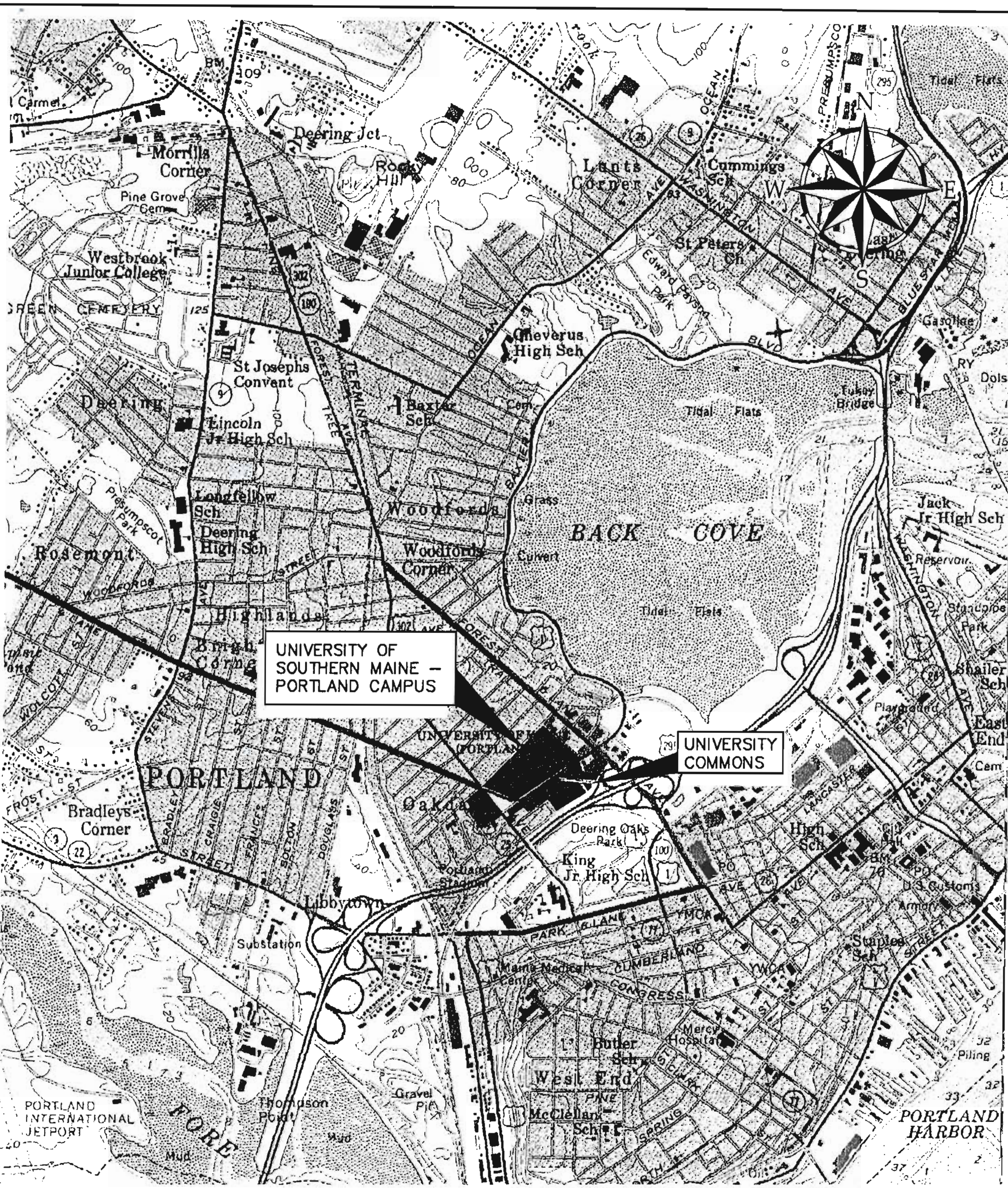
Then personally appeared the above-named Mark Hyland, Director, Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection and duly authorized delegee for the Commissioner, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the Department of Environmental Protection.

Before me,

Laura L. Gay
Notary Public

Laura L. Gay
(Print Name) 9/24/2015

This order was prepared by Gordon Fuller, Bureau of Remediation & Waste Management.



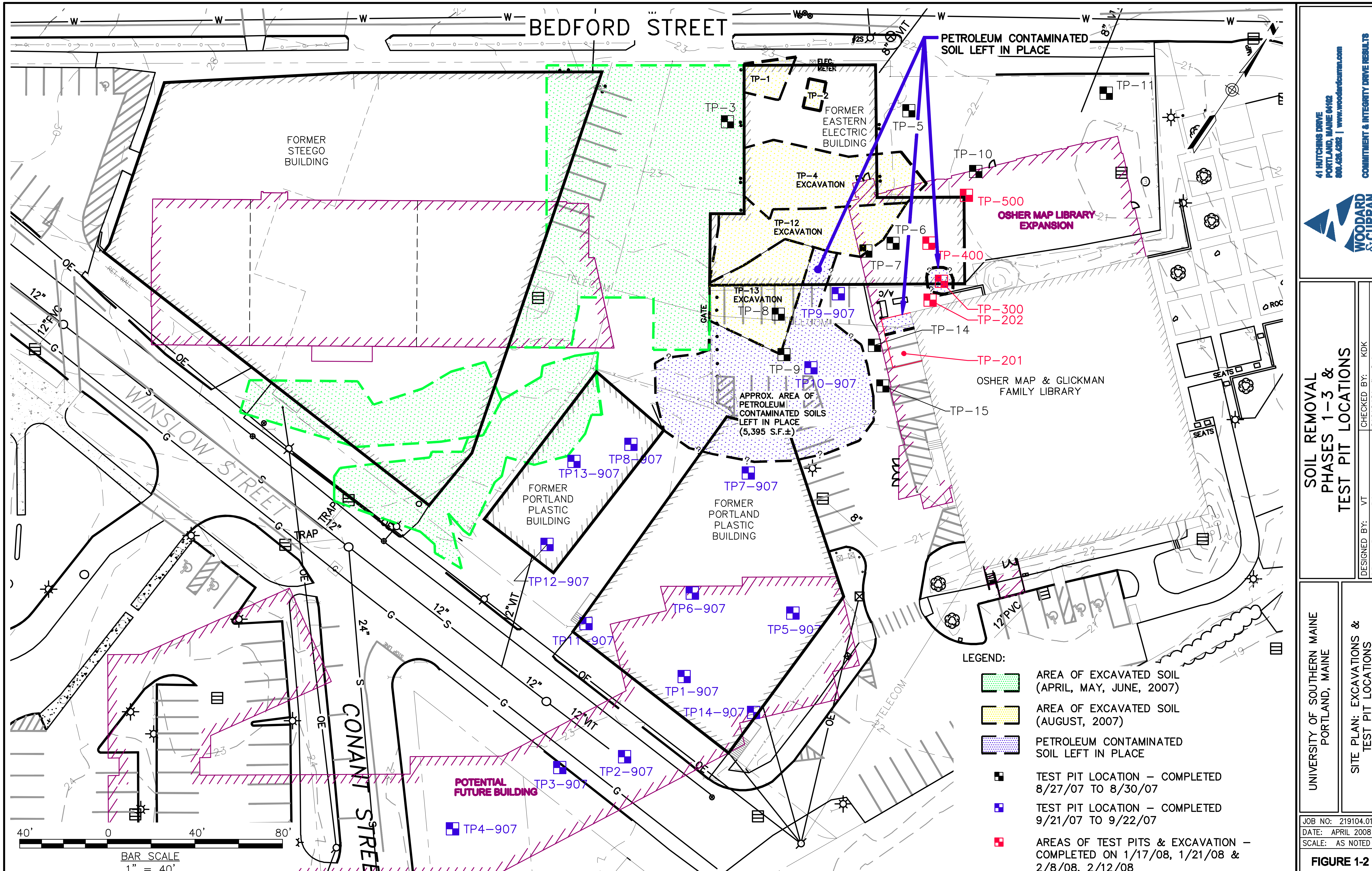
NOTE:

SOURCE: UNITED STATES GEOLOGICAL SURVEY, 1:24,000 QUADRANGLE, 7.5 MINUTE SERIES – PORTLAND WEST

2000 0 2000 4000

scale feet

WOODARD & CURRAN 41 Hutchins Drive Portland, Maine 04102 800.426.4262 | www.woodardcurran.com COMMITMENT & INTEGRITY DRIVE RESULTS	LOCATION MAP USGS QUADRANGLE BASE	UNIVERSITY OF SOUTHERN MAINE PORTLAND CAMPUS	JOB NO: 219104.01 DATE: APRIL 2008 SCALE: AS NOTED
	DESIGNED BY: JBC DRAWN BY: JBC	UNIVERSITY COMMONS	Figure 1-1
	CHECKED BY: BSS 219104.01 FIG 1.dwg		



REV. AUG 25, 2009

APPENDIX B: SOIL SAMPLING RESULTS – WISHCAMPER PARKING LOT (DECEMBER 2019)

Table 1: Soil Sampling Results (Detections Only)
Wischcamper Parking Lot - University of Southern Maine
Portland, Maine

	Soil Boring IDs						Soil Remediation Action
Analyte	**B-19-101 (2-5)**	**B-19-102 (2-5)**	**B-19-103 (0-5)**	**B-19-104 (0-5)**	**B-19-106 (0-5)**	**B-19-107 (0-5)**	**Construction Worker**
Volatile Organic Compounds (VOCs) (mg/kg)							
Benzene	< 0.028	< 0.035	< 0.028	**0.044**	< 0.027	< 0.025	240
Semi-volatile Organic Compounds (SVOCs) (mg/kg)							
Fluoranthene	< 0.120	**0.37**	< 0.120	< 0.110	**0.15**	< 0.120	24,000
Benzo(a)anthracene	< 0.120	**0.14**	< 0.120	< 0.110	< 0.130	< 0.120	1,700
Benzo(b)fluoranthene	< 0.120	**0.18**	< 0.120	< 0.110	< 0.130	< 0.120	1,700
Chrysene	< 0.120	**0.13**	< 0.120	< 0.110	< 0.130	< 0.120	100,000
Phenanthrene	< 0.120	**0.22**	< 0.120	< 0.110	< 0.130	< 0.120	72,000
Pyrene	< 0.120	**0.29**	< 0.120	< 0.110	< 0.130	< 0.120	72,000
Extractable Petroleum Hydrocarbons (EPH) (mg/kg)							
C11-C22 Aromatics	< 8.26	**10.5**	< 8.36	< 7.47	**9.8**	< 7.87	74,000
Total Metals (mg/kg)							
Arsenic	**5.76**	**5.24**	**3.91**	**3.03**	**5.29**	**5.53**	54
Barium	**79.1**	**50.4**	**52.4**	**39.3**	**67.9**	**54.7**	20,000
Chromium (Total)[2]	**29.1**	**23.2**	**18.5**	**16.1**	**25.1**	**21.7**	46 / 27,000
Lead	**38.7**	**10.2**	**9.08**	**5.91**	**18.5**	**5.34**	450

Notes:

1. RAG: Maine Remedial Action Guidelines for Sites Contaminated with Hazardous Substances, Maine DEP, Bureau of Remediation and Waste Management (revised October 19, 2018).
2. Chromium is given as a total concentration and is compared to the RAGs for hexavalent chromium and trivalent chromium (Cr VI / Cr III).

Bold = analyte was detected in the given sample

Shading = detected concentration exceeds one or more RAG scenario

< = not detected at indicated reporting limit

APPENDIX C: EXAMPLE MAINE DEP NON-HAZARDOUS WASTE TRANSPORTER MANIFEST

CATEGORY A	STATE OF MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION NONHAZARDOUS WASTE TRANSPORTER MANIFEST	NONHAZARDOUS WASTE TRANSPORTER DECAL NUMBER |__|__|__|__|__|__|__|__|__|

GENERATOR (SOURCE)	WASTE TYPE
NAME ______________________	(X) SPECIAL WASTE (specify) ______________
ADDRESS ______________________	( ) SCRAP TIRES
TOWN ____________ PHONE ____________	( ) CONSTRUCTION/DEMOLITION DEBRIS

TRANSPORTER	DISPOSAL FACILITY OR SITE
	CODE |__|__|__|__|__|__|__|__|__|__|__|
NAME ______________________	NAME ______________________
ADDRESS ______________________	LOCATION ______________________
TOWN ____________ PHONE ____________	PHONE ______________________
QUANTITY LOADED ______________	QUANTITY RECEIVED ______________
DATE LOADED ______________	DATE RECEIVED ______________
DRIVER'S NAME ______________	OPERATOR'S NAME ______________
By signing this manifest form I certify that the information contained herein is true, correct, and accurate to the best of my ability.	OPERATOR'S SIGNATURE ______________
DRIVER'S SIGNATURE ______________	DATE SIGNED ______________
DATE SIGNED ______________	See Instructions on the back of this form

OTHER INFORMATION:

9/94

APPENDIX D: EXAMPLE ANNUAL INSPECTION FORM

Former Steego Building, University of Southern Maine, Portland, ME (REM# 01643) Annual Maine DEP Voluntary Response Action Program Inspection Checklist For Areas with Petroleum Contaminated Soil Left in Place		
Date:		
Time:		
Weather:		
Name:		
Representing:		
Phone:		
Observations	**Yes/No**	**Notes**
Soil Erosion Observed?		
Demarcation Layer (e.g., Snow Fencing, TenCate Mirafi® 140NLO) Visible?		
Damage to Asphalt, Concrete, or Other Hardscaped Surfaces?		
Are Groundwater Extraction Wells Present?		
Is Residential Use Occurring?		
Are Maintenance or Repair Activities Required?		
Plan to Complete Required Repair or Maintenance Activities:		
Repair or Maintenance Activities Completed Since Last Inspection:		
Following each annual inspection, this form is to be filed and retained at the Site. If the Maine Department of Environmental Protection requests a copy of this checklist, it shall be mailed to: Maine Department of Environmental Protection Bureau of Remediation and Waste Management, Division of Remediation 17 State House Station, Augusta, Maine 04333-0017 Attention: VRAP		
If there are any questions on this form, please contact Woodard & Curran at 800-426-4262 and speak with the Environment & Remediation group in the Portland office.		

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COMMITMENT & INTEGRITY DRIVE RESULTS

SECTION 31 05 19.13
GEOTEXTILES FOR EARTHWORK

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Provide and install permanent geotextile fabrics in accordance with this Section and applicable reference standards listed in Article 1.03.

B. Related Requirements

1. Section 31 00 00 – Earthwork

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Reference Standards

1. ASTM International (ASTM)

a. ASTM D4354 Standard Practice for Sampling of Geosynthetics and Rolled Erosion Control Products (RECPs) for Testing

b. ASTM D4355 Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus

c. ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity

d. ASTM D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles

e. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method

f. ASTM D4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

g. ASTM D4751 Standard Test Methods for Determining Apparent Opening Size of a Geotextile

h. ASTM D4759 Standard Practice for Determining the Specification Conformance of Geosynthetics

i. ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples

j. ASTM D4884 Standard Test Method for Strength of Sewn or Bonded Seams of Geotextiles

k. ASTM D5321 Standard Test Method for Determining the Shear Strength of Soil-Geosynthetic and Geosynthetic-Geosynthetic Interfaces by Direct Shear

l. ASTM D6241 Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

1.05 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. Product Data: manufacturer's product specifications.

C. Samples and Mockups: as specified in Article 1.06.

D. Manufacturer’s instructions for storage, handling, and installation of geotextiles

E. Source and Field Quality Control Submittals: manufacturing quality control certificates for representative rolls for each lot of material delivered.

F. Qualification statements of manufacturer

G. Closeout and maintenance material submittals: per Division 01 General Requirements.

1.06 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Qualifications: per Division 01 General Requirements and as follows.

1. Geotextile manufacturer: well-established firm with minimum 2 years’ experience in manufacture of geotextile fabrics.

1.07 DELIVERY, STORAGE AND HANDLING

A. Provide in accordance with Division 01 General Requirements.

B. Deliver and store geotextile materials in protective wrapping to protect materials from ultraviolet (UV) radiation, and other mediums that may reduce physical properties of the material. Transportation of the geotextiles shall be the responsibility of the Contractor.

C. Labeling, packaging, and handling: per ASTM D4873.

D. Submit manufacturing quality control certificates for representative rolls for each lot of material delivered to the Site, signed, and certified by responsible parties employed by manufacturer. Materials delivered without testing certification shall be rejected by the Engineer.

E. Handling, including unloading, stockpiling, storage, and protection of the geotextiles on-site shall be the responsibility of the Contractor. Store geotextiles off ground and out of direct sunlight. Protect from mud, dirt, dust, and moisture. Use unbroken opaque packaging or provide protective cover to prevent exposure of the geotextile to sunlight during storage. Comply with additional storage procedures recommended by the manufacturer at no additional cost to Owner.

F. Store rolls on a surface that does not cause distortion of roll or wraps or impedes installation.

G. Do not stack rolls higher than recommended by the manufacturer.

H. Load, unload, and move rolls with appropriate equipment as recommended by manufacturer.

1. Move rolls using structural steel insert (pipe) placed within core tube of roll. Attach lifting slings or chains to pipe only to support the roll. Prevent damage by slings and chains through use of a spreader bar. If a forklift is used to move rolls, use a single tooth pipe capable of supporting the roll in cantilever and place through roll core tube. Do not lift rolls by sliding the forks under the roll.

I. Provide a sufficient quantity of geotextile material on Site prior to start of Work to allow efficient and continuous Work without stoppage resulting from lack of materials.

1.08 SITE CONDITIONS

A. Existing conditions: per Division 01 General Requirements.

PART 2 – PRODUCTS

2.01 GEOTEXTILES

A. Use non-woven geotextile stabilization fabric as shown on Drawings and directed by the Engineer or Owner in accordance with this Specification.

B. Furnish stock materials with Minimum Average Roll Values (MARV) that meet or exceed the criteria specified below. Strength properties specified are for the weaker principle direction.

C. Acceptable level of quality: equivalent to the following.

1. Non-woven Geotextile – Contech, Synthetic Industries, Mirafi, Propex, Skaps.

D. Criteria

1. Non-woven Geotextile Fabric

a. Mirafi® 160N

PROPERTY	TEST METHOD	STANDARD	SPECIFIED VALUE
Material	--	--	Polypropylene
Apparent Opening Size	ASTM D4751	Maximum	No. 70 U.S. Sieve
Grab Tensile Strength	ASTM D4632	MARV	160 lbs/in
CBR Puncture Strength	ASTM D6241	MARV	410 lbs.
Trapezoidal Tear Strength	ASTM D4533	MARV	60 lbs.
Permittivity	ASTM D4491	MARV	1.5 sec^{-1}

2.02 SEWING THREAD FOR SEAMING

A. Type: polyester with chemical and UV light resistance properties, equal to or greater than the fabric itself. Color: contrasting to color of fabric.

2.03 SOURCE QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

B. Provide for sampling and testing of geotextile by manufacturer as specified in the table in Article 2.01 above at a minimum of once every 100,000 square feet of production to demonstrate that material conforms to requirements the table.

C. Obtain quality control certificate that includes roll number identification, sampling procedures used, and results of quality control testing, including descriptions of test methods used per quality control tests specified in the table in Article 2.01 above.

D. Require manufacturer to perform additional testing at no additional cost to Owner if geotextile sample fails to meet this Specification including the following.

1. Sample and test each roll manufactured in same lot or at the same time as the failing roll.

2. Continue sampling and testing of rolls until a pattern of acceptable tests results is established.

3. Additional testing of individual rolls may be performed by manufacturer to more closely identify the non-complying rolls and to qualify individual rolls.

E. Obtain manufacturer notarized certificates indicating the material meets this Specification.

F. Require geotextile fabric be supplied in rolls and labeled at a minimum according to ASTM D4873 with the following information.

1. Manufacturer's Name

2. Product Identification (style number)

3. Roll Number

4. Roll Weight

5. Roll Dimensions

6. Geotextile Type

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install where shown on Drawings in accordance with manufacturer’s instructions.

B. Provide smooth graded surface, free of large stones, tree roots and limbs, or other debris prior to placement of geotextiles. Notify Engineer when areas are ready for placement of geotextile.

C. Deployment and Covering

1. Unroll fabric in area to be used, in down-slope direction.

2. Minimize wrinkles and folds in the geotextile. Straighten to smooth out creases or irregularities in the sections. Place geotextile in close contact with adjacent materials. Overlap adjacent fabric sides and ends minimum of 12 inches. Do not allow gaps and tears. Place overlaps so uphill panel is shingled over the downhill panel. Replace damaged geotextile.

3. Begin placement at base of slope and proceed up-slope for overlying stone. Work in direction of fabric overlap for overlying stone placement on flat areas. Ensure fabric overlap remains intact. Install in a relaxed condition and free of tension or stress upon completion. Do not stretch geotextile to fit.

D. Protection

1. Secure geotextile from wind damage during and after construction.

2. Do not allow construction equipment to travel directly over any in-place geotextiles. Maintain 1-foot minimum cover above fabrics for low ground pressure tracked vehicles (contact pressure 8-psi or less) and 3-foot minimum cover for wheeled vehicles or heavy tracked vehicles (contact pressure above 8-psi).

3. Do not allow more than 14 days to elapse between the day when reinforcing geotextile is unrolled and when a subsequent layer is placed to cover it. do not allow more than 30 days to elapse between the day when the cushioning geotextile is unrolled and when a subsequent layer is placed to cover it. Replace material exposed to sunlight or weather for longer duration.

E. Patching

1. Patch rips and tears with a minimum 3-foot overlap in each direction from perimeter of damaged area. Heat bond repair patch to underlying geotextile.

2. For damaged areas greater than half the width of fabric roll, cut out entire roll-width of damaged area and place a new section laced over the area with minimum 3-foot overlap at each end. Place up-slope end of patch under existing up-slop fabric and place down-slope end of patch over down-slope fabric.

3.02 FIELD QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

3.03 CLOSEOUT ACTIVITIES

A. Provide in accordance with Division 01 General Requirements.

END OF SECTION 31 05 19.13

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SECTION 32 12 00
FLEXIBLE PAVING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Provide and install flexible pavement in accordance with this Section and applicable reference standards listed in Article 1.02.

B. Related Work includes:

1. Section 02 41 14 – Selective Site Demolition and Restoration

2. Section 31 05 19.13 – Geotextiles for Earthwork

3. Section 31 00 00 – Earthwork

1.02 REFERENCES

A. State of Maine Department of Transportation “Standard Specifications”, Latest Edition.

B. AASHTO M320-Standard Specification for PGAB.

C. ASTM D-2041 (Theoretical Maximum Specific Gravity and Density).

1.03 SUBMITTALS

A. Material Certificates: Certificates signed by material producer and Contractor stating that each material complies with specified requirements.

B. Mix Design: Provide mix design for each grade of pavement to be used at least 20 days prior to start of paving.

C. Certified Weigh Slips: If required by the Owner, provide for each truck load of bituminous material.

1.04 QUALITY ASSURANCE

A. Comply with any road opening permits issued for the Work.

B. The Contractor shall establish and control the pavement (aggregate or asphalt base course and asphalt surface course) alignments, grades, elevations, and cross sections as shown on the Drawings.

C. Contractor shall comply with Weather and Seasonal Limitations: MDOT "Standard Specification" Section 401.07. In addition, no porous pavement shall be placed between November 15 and March 15.

PART 2 – PRODUCTS

2.01 AGGREGATE BASE AND SUBBASE

A. Aggregate Base and Subbase materials shall be as specified on the Drawings and Section 31 00 00, Earthwork.

2.02 POROUS PAVEMENT

A. Grade for Porous Asphalt Pavement shall be PG 64-28 with five pounds of fibers per ton of asphalt mix, as specified on the Drawings.

B. Asphalt: Asphalt content shall be 6-6.5 %.

C. Aggregates: When crushed gravel is used as aggregate for the porous asphalt pavement, at least 75 percent, by weight, of the material coarser than the No. 4 sieve shall have at least two fractured faces, and 90 shall have one or more fractured faces. Aggregates shall have an acid insoluble content of not less than 80%.

D. Additives: A heat stable additive shall be provided to improve the anti-stripping properties of the asphalt cement. The amount of additive to be used shall be determined based on the manufacturer's recommendations and the mix design test results.

Silicone shall be added to the asphalt cement at a rate of 1 ounce per 5,000 gallons.

All additives shall be added to the asphalt cement and thoroughly mixed while still in the asphalt storage tanks.

E. Pavement Course: Aggregate to comply with following gradation:

Sieve Size	% Passing by Weight
3/4"	100
1/2"	95 – 100
3/8"	35 – 40
#8	3 – 7
#200	0 – 1

2.03 BITUMINOUS PAVEMENT

A. Bituminous pavement shall be as specified on the Drawings and comply with materials requirements, MaineDOT Standard Specification, Section 403.

2.04 BITUMINOUS TACK COAT

A. Comply with materials requirements, MaineDOT Standard Specification, Section 409.

PART 3 – EXECUTION

3.01 PREPARATION

A. Do not begin paving operations until base and subbase have been accepted by Engineer.

B. Spray or paint saw cut surfaces with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of hot mix asphalt material against the surface.

C. Apply bituminous prime and tack coats only when the ambient temperature in the shade is at least 50 degrees F for 12 hours immediately prior to application. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.

3.02 POROUS PAVEMENT

A. Porous Asphalt Pavements shall be placed in a single lift.

B. Compaction for porous asphalt pavements shall be between 92% and 96%.

3.03 BITUMINOUS PAVEMENT

A. Comply with installation requirements, MaineDOT Standard Specification, Section 401.

B. Saw cuts and butt joints shall be used in existing pavement as indicated on the Drawings to facilitate the installation of new pavement.

C. Bituminous pavement should be compacted to 92 to 97 percent of its theoretical maximum density, as determined by ASTM D-2041.

3.04 BITUMINOUS TACK COAT

A. Apply tack coat immediately prior to placing pavement adjacent to curbing, gutters, manholes, pavement, etc. for adequate bond. Tack coat should also be applied between successive lifts of bituminous pavement.

B. Comply with installation requirements, MaineDOT Standard Specification, Section 409.

3.05 PROTECTION

A. Protect the asphaltic concrete paved areas from traffic until the asphalt is set and cured and does not pick up under foot or wheeled traffic.

3.06 FINAL CLEANUP

A. Remove all debris, rubbish, and excess material from the work area.

END OF SECTION 32 12 00

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SECTION 32 90 00
PLANTING AND SEEDING

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes

1. Provide loam borrow, topsoil, seeding, plantings and supporting materials, in accordance with this Section and applicable reference standards listed in Article 1.03.

2. The work of this Section consists of providing all labor, equipment, materials, incidental work, and construction methods necessary to supply and place soils, seed and plantings as indicated on the Construction Drawings and as specified. This shall include, but not be limited to:

a. Preparation of subgrade to receive topsoil;

b. Placing, spreading, and grading of topsoil;

c. Seeding and hydroseeding;

d. Installing trees, shrubs, and other plantings, and

e. Maintaining all landscaped areas until acceptance.

3. Repair all grassed areas disturbed during performance of the Work. Where existing topsoil remains, provide seed to re-establish grass. Where necessary, provide additional topsoil.

B. Definitions:

1. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Blindweed, Bent Grass, Wild Garlic, Perennial Sorrel and Brome Grass, and any vegetative species other than specified species to be established in a given area.

2. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

C. Related Requirements

1. Section 31 00 00 – Earthwork

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and payment requirements: per Division 01 General Requirements.

1.03 REFERENCES

A. Reference Standards

1. American National Standards Institute (ANSI)

a. ANSI A300 - Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance Standard Practices.

b. ANSI Z60.1 American Standard for Nursery Stock

2. AOAC International (AOAC)

3. ASTM International (ASTM)

   a. ASTM D75 Standard Practice for Sampling Aggregates

   b. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort

   c. ASTM D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

   d. ASTM D7928 Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

4. Maine DOT Standard Specifications

5. United States Department of Agriculture (USDA)

6. Official Seed Analysts of North America

7. Association of Official Agriculture Chemists (AOAC)

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

1.05 SUBMITTALS

A. Submit in accordance with Division 01 General Requirements.

B. Certificates:

1. Submit manufacturers or vendors certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

2. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity germination, and weed seed for each grass seed species.

3. Suppliers' certified analysis in accordance with AOAC for non-standard products.

4. Certificates of agronomic rates from Supplier for organic matter used in loam borrow manufacturing process.

5. Supplier's certifications for peat moss, limestone, acidulants, gypsum, additives needed to amend a specific soil.

C. Planting Submittal:

   1. Submit the source (nursery) for each plant with botanical and common names, size, and container/root ball type.

   2. Certification that plants meet ANSI Z60.1 nursery stock standards.

3. Submit proposed planting schedule indicating dates for each type of landscape work during normal seasons for such Work in area of Site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.

4. Confirmation that planting and maintenance will comply with MaineDOT Specification Section 621.

D. Samples and Mockups: as specified in Article 1.06.

E. Soil percolation test results.

F. Provide submittals at least 30 days prior to ordering materials.

G. Closeout and Maintenance Material Submittals: per Division 01 General Requirements.

1.06 QUALITY ASSURANCE

A. Provide in accordance with Division 01 General Requirements.

B. Lawns shall be seeded from March 15th to May 15th and from August 15th to October 1st, or as weather permits.

C. Topsoil Testing:

1. All stockpile sampling shall be per ASTM D75 and Appendices for securing samples from stockpiles. Testing will be at the Contractor's expense. Submit the results of analyses and a written report by a qualified soil-testing laboratory for tests for gradation, organic content, soil chemistry, and pH. Soil analysis reports shall show recommendations for soil additives to correct soils deficiencies as necessary, and for additives necessary to accomplish planting work as specified.

2. Mechanical gradation (sieve analysis) shall be performed and compared to the USDA Soil Classification System. To facilitate review and approval of sieve analysis, provide a computer-generated gradation curve.

3. Percent of organics shall be determined by the loss on ignition of oven-dried samples. Test samples minus #10 material shall be oven-dried to a constant weight at a temperature of 450 degrees Fahrenheit.

4. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, extractable Aluminum, Lead, Zinc, Cadmium, Copper, Soluble Salts, and pH and buffer pH. A Conductivity Meter shall be used to measure Soluble Salts in 1:2 soil/water (v/v). Except where otherwise noted, nutrient tests shall be for available nutrients.

D. Plantings:

1. Provide trees, shrubs and plants of quantity, size, genus, species and variety shown on the drawings in compliance with ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun scald, injuries, abrasions, or disfigurement.

2. Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name.

3. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.

4. The Engineer may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Engineer retains right to further inspect trees and shrubs for size and condition of balls and root systems insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

5. Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6" (150 mm) above ground for trees up to 4" (100-mm) caliper size, and 12" (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

6. Tree Pruning: ANSI A300 Pruning Standards for Woody Plants.

1.07 QUALIFICATIONS

A. Installer Qualifications: Landscape work shall be performed by a single firm specializing in Landscape work. Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful Landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

B. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer’s satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Provide in accordance with Division 01 General Requirements.

B. Packing, Shipping, Handling, and Unloading

1. No materials shall be ordered or delivered until the required submittals have been reviewed and approved. Approval shall not constitute final acceptance. The Owner's Representative reserves the right to reject, on or after delivery, any material that does not meet these Specifications.

2. Package products with manufacturers certified analysis. Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

C. Planting Delivery, Storage, and Handling: Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery. For trees which cannot be dug in the summer, Contractor shall have trees pre-dug and heeled-in at the nursery where they are grown until planting. Contractor shall be responsible for ensuring that the trees have been adequately watered and cared for at the nursery prior to delivery. No substitutions will be allowed for trees which cannot be "summer-dug".

1. Ship Landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to Landscape materials.

2. Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name.

3. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.

4. Deliver trees, shrubs, and ground covers after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

5. Set plant stock on ground and protect root system with soil, peat moss, sawdust, or other acceptable material.

6. Do not remove container-grown stock from containers before time of planting.

7. Water root systems of trees and shrubs stored on site as often as necessary to maintain root systems in optimal condition.

8. The Engineer may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Engineer retains right to further inspect trees and shrubs for size and condition of balls and root systems insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

9. Plant material damaged as a result of delivery, storage or handling will be rejected.

1.09 SITE CONDITIONS

A. Existing Conditions: per Division 01 General Requirements.

B. Proceed with, and complete planting and seeding work as rapidly as portions of Site become available, working within seasonal limitations for each kind of planting and seeding work required. When conditions detrimental to plant growth are encountered, notify the Engineer before planting.

1.10 WARRANTY

A. Lawns:

1. Contractor shall warranty lawns for a period of one year following the grass establishment period. At any time within the warranty period, replace any lawn which, for any reason has died or is in a dying condition or has failed to flourish to such a degree that its usefulness or appearance has been impaired. The decision of the Engineer as to the necessity of replacing any lawn shall be conclusive and binding upon the Contractor. Replacement of lawn or individual part shall be made only once and thereafter the responsibility for such lawn shall lie with the Owner.

2. During the warranty period, from time to time, inspect the watering and other maintenance practices carried on by the Owner and promptly report to the Owner any practices which are considered unsatisfactory and not good horticultural practices. The failure of the Contractor to inspect or report shall be construed as an

acceptance by him of the Owner's maintenance practices and he shall not thereafter claim that any defects which may later develop are the results of such practices.

B. Plantings:

1. Warrant trees for a period of one year after date of Substantial Completion and all other plant material for 60 days, against defects including death and unsatisfactory growth, except for defects resulting from inadequate maintenance, neglect, or abuse by Owner, abnormal weather conditions during warranty period, or incidents that are beyond Contractor's control.

2. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of the Engineer, it is advisable to extend warranty period for a full growing season.

3. Another inspection will be conducted at end of extended warranty period to determine acceptance or rejection. Only one replacement per tree, shrub or plant will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

4. Replace planting materials that are more than 25 percent dead or in an unhealthy condition as determined by Engineer at end of warranty period.

5. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

C. These warranties shall not deprive the Owner of other rights or remedies that the Owner may have under other provisions of the Contract Documents and is in addition to and runs concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.01 LOAM BORROW

A. Provide in accordance with MaineDOT Section 615 and MaineDOT Standard Details.

B. Furnish sufficient loam borrow to complete loaming operations required for Project and as directed by Engineer. Obtain loam borrow from the following sources and meet requirements specified after testing and addition of necessary soil additives.

1. Naturally well-drained areas that have never been stripped before and have a history of satisfactory vegetative growth. Comply with bylaws and Regulations regarding removal of topsoil.

2. Commercial processing facility specializing in manufacturing of loam.

2.02 TOPSOIL

A. Use topsoil stockpiled for re-use in landscape Work. If quantity of stockpiled topsoil is insufficient, provide additional topsoil as required to complete landscape work.

B. Provide topsoil, which is fertile, friable, natural loam surface soil found at a depth of not less than 4 inches from original ground surface, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, debris, and stones larger than 2 inches in any dimension.

C. Obtain topsoil from local sources or from areas having similar soil characteristics as Site. Obtain topsoil only from naturally, well-drained Sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

D. Perform chemical and mechanical analysis on topsoil. Topsoil shall contain at least 3% organic matter determined by loss on ignition of moisture-free samples dried in accordance with the current method of the Association of Official Agricultural Chemists. The acidity range shall be pH 6.5 to pH 7.0 inclusive. The chemical analysis shall state the percentages of nitrogen, phosphoric acid and potash. The mechanical analysis of the soil shall be:

PASSING	RETAINED ON	PERCENTAGE	
1" screen	100%		
1" screen	1/4" screen	(gravel not more than)	3%
1/4" screen	#100 USS sieve	(course, medium & fine sand)	40 - 60%

2.03 SOIL AMENDMENTS

A. Lime: Natural limestone containing not less than 90 percent total carbonates, ground, so that not less than 98 percent passes a 20-mesh sieve and not less than 40 percent passes a 100-mesh sieve.

B. Aluminum Sulfate: Commercial grade.

C. Straw Mulch: Clean oat or wheat straw well-seasoned before bailing, free from mature seed-bearing stalks or roots of prohibited or noxious weeds.

D. Wood Cellulose Fiber Mulch: Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydro mulching.

E. Tackifier: Liquid concentrate diluted with water forming a transparent 3-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination.

F. Asphaltic Emulsion Binder: Refined petroleum asphalt emulsified in alkaline water without use of clay, starch, or like deleterious substances, and not more than 75% of saponifiable acids. Binder shall be of a fluid consistency with no petroleum solvents or other diluting agents toxic to seed germination.

G. Fertilizer: Shall be granular, non-burning packaged material composed of not less than 50% organic slow acting, guaranteed analysis by manufacturer. One quarter of the nitrogen shall be in the form of nitrates, one quarter in the form of ammonia salts and one half in the form of organic nitrogen. Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% available phosphate. The potash shall be in the form of sulphate of phosphate.

1. Type A: Starter fertilizer containing 18% nitrogen, 24% phosphoric acid, and 6% potash by weight or similar approved composition.

2. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid and 10% potash by weight or similar approved composition.

2.04 GRASS SEED

A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analyst of North America. Do not use seed that has become wet, moldy, or damaged. All seed mixtures listed are proportions by weight and must meet the following minimum requirements unless stated otherwise:

1. Germination: not less than 85 percent

2. Purity: not less than 85 percent

B. Weed content: not more than 1 percent.

C. Lawn Seed Mix: Acceptable level of quality:

Festuca rubra	Creeping Red Fescue
Poa partensis 'Alley Cat'	Kentucky Bluegrass 'Alley Cat'
Poa pratensis 'Corsair'	Kentucky Bluegrass 'Corsair'
Lolium multiflorum	Annual Ryegrass
Lolium perenne 'Confetti	Perennial Ryegrass 'Confetti'

2.05 PLANTING TREES, SHRUBS AND GROUNDCOVER

A. Planting Stock:

1. Deciduous Trees: Provide trees of a minimum height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.

2. Provide only balled and burlapped deciduous trees.

3. Species: In accordance with Standardized Plant Names, official code of American Joint Committee on Horticulture Nomenclature.

4. Identification: Label individual plants or each bundle of plants when tied in bundles.

5. Plants: No. 1 Grade conforming to “American Standard for Nursery Stock” of American Association of Nurserymen (AAN); well-branched, vigorous and balanced root and top growth; free from disease, injurious insects, mechanical wounds, broken branches, decay and other defects.

6. Trees: Furnish with reasonably straight trunks, well balanced tops, and single leader.

B. Trees: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

2.06 SOURCE QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

PART 3 – EXECUTION

3.01 GENERAL

A. Avoid damage to utilities, buildings and private property. Do not disturb property markers. Immediately report damage to Engineer.

B. Complete landscape work immediately as portions of Site become available, working within seasonal limitations for each kind work. Notify Engineer before planting if conditions detrimental to plant growth are encountered.

C. Plant or install materials during normal planting seasons for each type of landscape work required.

D. Use topsoil stockpiled for re-use as specified in Section 31 00 00.

E. Beginning Work means acceptance of existing conditions.

F. Repair grassed areas disturbed during performance of the Work. Where existing topsoil remains, provide seed to re-establish grass.

3.02 LOAM BORROW

A. Place loam borrow at designated locations where plant material is to be installed or re-installed in accordance with MaineDOT Section 615 and MaineDOT Standard Details and Drawings, or as directed by Engineer.

B. Protect loam borrow delivered to Site from erosion and spread immediately. Cover material that sits on-Site for more than 24 hours with tarpaulin or other soil erosion system acceptable to Engineer, and surround with silt fence as shown on Drawings.

C. Do not handle, plant or use loam borrow if wet or frozen. Use moist loam borrow.

3.03 PLANTING TREES, SHRUBS AND GROUNDCOVER

A. All plants must be healthy and vigorous; free from disease, injurious insects and their eggs or larva, mechanical wounds, broken branches, decay, or any other defects. Engineer may reject any plantings that do not meet this description upon inspection.

B. Prune injured roots or branches to make clean-cut ends prior to planting, utilizing clean, sharp tools, removing only injured or diseased branching. Do not prune prior to delivery to the Site unless approved by Engineer.

C. Position trees and shrubs at intended locations shown on Drawings and obtain Engineer's approval prior to excavating pits, making necessary adjustments as directed.

D. Remove planting containers, baskets, and non-biodegradable materials from root balls during planting. Cut natural fiber burlap from around trunk of trees and folded down against root ball prior to backfilling.

E. Dig planting pits with level bottoms with width twice the diameter of root ball. Rest root ball on undisturbed grade. Backfill each plant pit in layers with thoroughly mixed, prepared soil; 1-part peat moss; 1-part composted cow manure by volume; 3 parts topsoil by volume.

F. Set plants, plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

1. Place stock on setting layer of compacted planting soil.

2. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

G. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

1. Carefully remove containers so as not to damage root balls.

2. The root ball shall be loosened to alleviate matted or encircling roots. Roots shall be spread out evenly in an outward, radial fashion.

3. Place stock on setting layer of compacted planting soil.

4. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

H. Dish and tamp top of backfill to form a 3-inch- (75-mm-) high mound around the rim of the pit. Do not cover top of root ball with backfill

I. Wrap trees with trunk-wrap tape if species is susceptible to sun or wind scorch.

J. On slopes steeper than 3 horizontal : 1 vertical, trees shall be staked, guyed, or stabilized immediately following planting and in accordance with ANSI A 300 (Part 3) standards for guying.

3.04 FINE GRADING

A. Clean subgrade of stones greater than 2 inches and all debris immediately prior to dumping and spreading loam borrow, and remove from Site. Do not rake to edges and bury. Obtain Engineer’s approval of subgrade conditions prior to spreading loam borrow.

B. Spread and thoroughly incorporate soil additives into layer of loam borrow by harrowing or other approved methods. Incorporate the following soil additives.

1. Ground limestone or acidulants: as required by soil analysis to achieve required pH specified. Spread limestone at rate required by soil analysis up to maximum limit of 200 pounds per 1,000 square feet. Make a surface application of limestone not in excess of 50 pounds per 1,000 square feet to established planting area during the season after Final Acceptance if recommendations of soil analysis require rates of application greater than 200 pounds per 1,000 square feet.

2. Fertilize at rate and analysis recommended by soil analysis.

3. Use biosolid compost, peat moss, sand or other soil amendments as required by soil analysis.

C. Prepare loam borrow by scarifying, harrowing, or tilling loam to integrate soil additives into top 6 inches of loam after loam borrow and required additives have been spread. Remove large stiff clods, lumps, brush, roots, stumps, litter and other foreign matter. Remove all stones over 1-inch in diameter from top 6 inches of loam bed from unscreened soils. Remove smaller stones in excessive quantities as directed.

D. Set sufficient grade stakes for checking finished grades. Set stakes in bottom of swales and at top of slopes. Do not deviate more than one-tenth of foot from indicated elevations. Connect contours and spot elevations with an even slope. Finish grades: smooth and continuous with no abrupt changes at top or bottom of slopes.

E. Fill depressions caused by settlement or rolling during compaction process with additional loam borrow and regrade surface and roll until finish is smooth and even corresponding to required grades.

F. Install loam borrow in successive horizontal lifts no thicker than 6 inches in turf areas and 12 inches in plant bed areas to desired compaction as indicated. Install soil at a higher level to anticipate any reduction of loam borrow volume due to compaction, settling, erosion, and decomposition during Warranty Period. Obtain full depths of loam borrow for plant beds by digging holes in loam borrow at same frequency as for compaction testing.

1. Compact loam to specified density.

2. Maximum dry density for topsoil and loam: determined in accordance with ASTM D698. Achieve the following percentages of minimum to maximum dry densities for fill materials or prepared subgrades.

   a. Fills within plant beds, tree pits and treeways: minimum 80 percent; maximum 85 percent for areas in top 18 inches of finished grade.

3. Scarify surface area of each lift by raking prior to placing next lift.

G. Compact each lift to reduce settling, but not enough to prevent movement of water and feeder roots through the soil in addition to range cited above. Loam borrow in each lift: firm underfoot and make only slight heel prints. Loam borrow at completion of installation: firm, even resistance when a soil sampling tube is inserted from lift to lift. Perform percolation tests after placement of each lift to determine if soil has been over compacted using the following percolation test procedure.

1. Dig a hole in installed soil minimum of 4 inches in diameter. Holes in 6-inch lift in turf areas: 4 inches deep. Holes in 12-inch lifts in plant beds: 8 inches deep. Do not penetrate through lift being tested.

2. Fill hole with water and let it drain completely. Immediately refill hole with water and measure rate of fall in water level.

3. Till soil to a depth required to break over compaction if water drains at a rate less than 1-inch per hour.

4. Perform a minimum of 1 soil percolation test per 10,000 square feet of turf area, and 2,500 square feet of tree and shrub planting area as directed.

H. Select equipment and phase installation of loam borrow so wheeled equipment does not travel over subsoil, placed fills or ordinary borrow, or already installed soil. Movement of tracked equipment over these soils will be reviewed and considered by Engineer for approval. If Engineer determines that wheeled equipment must travel over already installed soil, provide a written description of sequencing of Work that ensures compacted soil is loosened and uncompacted as Work progresses, or place 1-inch thick steel plate ballast or approved equivalent over length and width of any travel way to cover loam borrow to protect it from compaction.

I. Maintain stockpiles of existing on-Site topsoil until final placement of existing on-Site topsoil and loam borrow is approved.

3.05 SEEDING NEW AREAS

A. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other. Do not sow immediately following rain or when ground is too dry.

B. Seed application rate: 4 pounds per 1,000 square feet.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

3.06 HYDROSEEDING NEW AREAS

A. Mix specified seed and pulverized mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

B. Apply slurry using an approved machine. Seed and suitable corn fiber mulch may be applied in 1 operation. Mix materials with water in machine and agitate to keep mixture uniformly suspended. Use spraying equipment that will distribute slurry uniformly at required rates.

C. Mulch areas with anti-erosion mulch with mulch blower at rate of 1,200 pounds per acre on level grades, 2,000 pounds on slopes if mulch is not part of slurry, immediately following hydroseeding.

3.07 PROTECTION OF SEEDED AREAS

A. Protect seeded slopes against erosion with erosion netting or other acceptable methods.

B. Spread specified mulch after completion of seeding operations to form a continuous blanket not less than 1-1/2 inches' loose measurement over seeded areas.

C. Anchor mulch by spraying with asphalt emulsion at rate of 10 to 13 gallons per 1,000 square feet. Prevent damage or staining of construction or other plantings adjacent to mulched areas.

D. Cover seeded slopes with jute matting where grade is 3:1 or greater, unless otherwise noted, with temporary erosion control blanket. Roll erosion control blanket down over slopes without stretching or pulling. Lay blanket smoothly on soil surface, anchoring the blanket per manufacturer recommendations. Staple blanket at locations and frequency as recommended by the manufacturer.

E. Lay matting smoothly on soil surface, burying top end of each section in narrow 6-inch trench. Leave 12-inch overlap from top roll over bottom roll. Leave 4-inch overlap over adjacent section.

F. Staple outside edges and overlaps at 36-inch intervals.

G. Lightly dress slopes with topsoil to ensure close contact between matting and soil.

H. Unroll matting in direction of flow in ditches. Overlap ends of strips 6 inches with upstream section on top.

3.08 RECONDITIONING EXISTING GRASSED AREAS

A. Recondition existing lawn areas damaged by Contractor's operations and existing lawn areas where minor re-grading is required.

B. Provide fertilizer, seed, or sod, and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide new topsoil as required to fill low spots and meet new finish grades.

C. Cultivate bare and compacted areas thoroughly to provide a satisfactory planting bed.

D. Remove diseased and unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations.

E. Water newly planted areas and keep moist until new grass is established.

3.09 CLEANING

A. Keep pavement, sidewalks, and walkways clean. Maintain protection during installation and maintenance periods.

3.10 MAINTENANCE

A. Maintain grassed areas to establish acceptable lawn until Final Completion or for a minimum of 180 days, whichever is longer, by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, re-grading, and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

B. If seeded in fall, and not given full 60 days of maintenance, or if not considered acceptable at that time, continue maintenance during the following spring until acceptable lawn is established.

C. Maintain trees and shrubs until Final Completion, or for a minimum of 180 days, whichever is longer.

3.11 FIELD QUALITY CONTROL

A. Provide in accordance with Division 01 General Requirements.

B. Planting and seeding work may be inspected for acceptance in parts agreeable to Owner, provided Work offered for inspection is complete, including maintenance.

C. Replace rejected Work and continue specified maintenance until re-inspected by Owner and found to be acceptable. Remove rejected plants and materials promptly from Site.

3.12 CLOSEOUT ACTIVITIES

A. Provide in accordance with Division 01 General Requirements.

END OF SECTION 32 90 00

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