Harriman

ADDENDUM

Date December 15, 2022

To Prospective Bidders

Re Addendum No. 1 to the Construction Documents for:

USM

Bailey Hall Center for Teaching Innovations Renovations

Gorham, Maine Project No. 22211

This Addendum forms a part of the Contract Documents and modifies the original Construction Documents dated November 21, 2022.

This Addendum consists of four pages, Bid Documents noted listed on pages two through four, Specification Sections 011400, 012900, 230900, 238130, and drawings listed on page four.

Harriman

Principal, CEO

CHANGES TO BID DOCUMENTS

- 1. 00 01 01 Project Title Page
 - a. Issued with this addendum.
- 2. 00 01 10 Table of Contents
 - a. Issued with this addendum.
- 3. 00 01 15 List of Drawing Sheets
 - a. Issued with this addendum.
- 4. 00 11 13 Advertisement for Bids
 - a. Issued with this addendum.
- 5. 00 21 13 Instructions to Bidders
 - a. Issued with this addendum.
- 6. 00 41 13 Bid Form
 - a. Issued with this addendum.
- 7. 00 43 13 Bid Security Form
 - a. Issued with this addendum.
- 8. 00 51 00 Notice of Award
 - a. Issued with this addendum.
- 9. 00 52 13 Construction Contract Agreement Form
 - a. Issued with this addendum.
- 10. <u>00 61 13.13 Performance Bond Form</u>
 - a. Issued with this addendum.
- 11. 00 61 13.16 Payment Bond Form
 - a. Issued with this addendum.
- 12. 00 62 16 G715 Supplemental Attachment for ACORD Certificate of Insurance
 - a. Issued with this addendum.
- 13. 00 62 16.10 Certificate of Liability Insurance (ACORD)
 - a. Issued with this addendum.
- 14. 00 62 16.11 Commercial General Liability Coverage Form (ISO CG 00 01 12 04)
 - a. Issued with this addendum.
- 15. <u>00 62 16.12 Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization</u> (ISO CG 20 10 07 04)
 - a. Issued with this addendum.

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- 16. <u>00 62 16.13 Additional Insured Owners, Lessees or Contractors Completed Operations (ISO CG 20 37 07 04)</u>
 - a. Issued with this addendum.
- 17. 00 62 16.14 Designated Location(s) General Aggregate Limit (ISO CG 25 04 03 97)
 - a. Issued with this addendum.
- 18. 00 62 73 G703 Schedule of Values Form (Continuation Sheet)
 - a. Issued with this addendum.
- 19. 00 62 76 G702 Application for Payment Form
 - a. Issued with this addendum.
- 20. 00 62 76.13 Sales Tax Form
 - a. Issued with this addendum.
- 21. 00 62 76.16 G707A Consent of Surety to Reduction in or Partial Release of Retainage Form
 - a. Issued with this addendum.
- 22. 00 62 79 Stored Material Form
 - a. Issued with this addendum.
- 23. 00 63 14 G716 Request for Information Form
 - a. Issued with this addendum.
- 24. <u>00 63 33 G710 Architect's Supplemental Instructions Form</u>
 - a. Issued with this addendum.
- 25. 00 63 46 G714 Construction Change Directive Form
 - a. Issued with this addendum.
- 26. 00 63 57 G709 Proposal Request Form
 - a. Issued with this addendum.
- 27. 00 63 63 G701 Change Order Form
 - a. Issued with this addendum.
- 28. 00 65 16 G704 Certificate of Substantial Completion Form
 - a. Issued with this addendum.
- 29. 00 65 19 Certificate of Completion Form
 - a. Issued with this addendum.
- 30. 00 65 19.13 G706 Contractor's Affidavit of Payment of Debts and Claims Form
 - a. Issued with this addendum.
- 31. 00 65 19.16 G706A Contractor's Affidavit of Release of Liens Form
 - a. Issued with this addendum.

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- 32. 00 65 19.17 Waiver of Lien
 - a. Issued with this addendum.
- 33. 00 65 19.18 Subcontractor/Supplier Conditional Release and Waiver of Lien
 - a. Issued with this addendum.
- 34. 00 65 19.19 G707 Consent of Surety to Final Payment Form
 - a. Issued with this addendum.
- 35. 00 72 00 A201 General Conditions of the Contract for Construction
 - a. Issued with this addendum.
- 36. 00 73 00.11 Schedule of Liquidated Damages
 - a. Issued with this addendum.
- 37. 00 73 16 Insurance Requirements A101 Exhibit A Insurance and Bonds
 - a. Issued with this addendum.
- 38. <u>00 73 46 Wage Determination Sc</u>hedule
 - a. Issued with this addendum.

CHANGES TO SPECIFICATIONS

- 1. SECTION 011400 WORK RESTRICTIONS
 - a. Revised and reissued with this addendum.
- 2. SECTION 01 29 00 PAYMENT PROCEDURES
 - a. Revised and reissued with this addendum.
- 3. SECTION 230900 INSTRUMENTATION AND CONTROL FOR MECHANICAL SYSTEMS
 - a. Revised and reissued with this addendum.
- 4. SECTION 238130 VARIABLE-REFRIGERANT-FLOW AIR CONDITIONING SYSTEMS
 - a. Revised and reissued with this addendum.

DRAWINGS REVISED AND REISSUED WITH THIS ADDENDUM, DATED 12-16-2022:

- 1. DRAWING A15-1 ROOF PLAN
- 2. DRAWING A81-1 INTERIOR ELEVATIONS

SECTION 00 01 01

PROJECT MANUAL

ISSUED FOR BID

FOR

USM BAILEY HALL CENTER FOR TEACHING INNOVATIONS RENOVATIONS

UNIVERSITY OF SOUTHERN MAINE

Prepared by:

Harriman 46 Portland, ME 04101

END OF SECTION 00 01 01

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- E60-1 PANELBOARD SCHEDULES
- E70-1 ELECTRICAL DETAILS

END OF SECTION 00 01 15

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

Bids for: USM BAILEY HALL CENTER FOR TEACHING INNOVATION RENOVATIONS

Shall be submitted electronically to cppmquestions@maine.edu

With the following Email Subject Line: USM BAILEY HALL CENTER FOR TEACHING INNOVATION RENOVATIONS

Bids will be received until **2pm** on **January 19, 2023** 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://us06web.zoom.us/j/81927120092?pwd=aGR6NEpYOHNweWRmV0xEYlhFeFR3QT09

Password: 453691

Or via telephone US: (646) 558-8656

Meeting ID: 819 2712 0092

Password: 453691

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 <u>non-mandatory</u> pre-bid meeting on <u>January 5, 2023 at 1pm</u>. Attendees are to meet at Bailey Hall, 16 University Way, Gorham, ME. <u>Face coverings will be required inside the building</u>. 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: Renovations to approximately 3,240 SF of area on the Third Floor of an existing Four Story Classroom Wing of Bailey Hall located on the Gorham Campus. The tenant fit-out will remodel existing classroom space to provide instructional space, a shared learning spaces, staff offices, and associated support space. The scope work also includes general mechanical, electrical, and plumbing work related to the interior improvements and other Work indicated in the Contract Documents. Work is limited to the interior of the building, with the exception of new rooftop mechanical equipment and minor roof repairs associated with the installation that equipment.

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

https://usm.maine.edu/facilities-management/current-projects/

Any questions related to the plans and specifications must be submitted prior to <u>5pm</u> on <u>January 9, 2023</u>, via email to Tom Blanchard, Assistant Director of Capital Planning and Project Management, University of Maine System; <u>thomas.blanchard@maine.edu</u>

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 expression, national origin, citizenship status, age, disability, genetic information or veteran's 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, 101 Boudreau Hall, University of Maine, Orono, ME 04469-5754, 207.581.1226, TTY 711 (Maine Relay System). The University provides reasonable accommodations to qualified individuals with disabilities upon request. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to same.

UNIVERSITY OF MAINE SYSTEM by and through UNIVERSITY OF SOUTHERN MAINE Alexander E. Porteous Chief Operating Officer and 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 [^^Section 00 41 13.01 for file sub-bids^^^]..
- 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 A	ddress		
City, State ZIP			
	Laine waite not Constitute and	N de in e	
	University of Southern		
	Facilities Management Thomas Blanchard	Department (CPPIVI)	
		l Planning and Project Manageme	nt
I	PO Box 9300	e j	
1	Portland, ME 04104		
		tract, general conditions and plans R FOR TEACHING INNOVATION	
		ork, we the undersigned propose tidental to the construction and com	o furnish all labor, equipment, and apletion of this contract for the
).
Allowance No. 1	, (INSERT): _\$	to be included as part of the	Base Bid Amount Listed Above
This proposal inc	ludes the cost of 100% Pe	erformance Bond plus 100% Paymo	ent Bond.
The receipt of the	following addenda to pla	ans and specifications is hereby ack	nowledged:
ADDENDUM #_	DATED	ADDENDUM #	DATED
ADDENDUM #_	DATED	ADDENDUM #	DATED
by the bidder by a	a separate letter attached t	he bidding document but worthy o o this Bid. A cost comparison must the reason for the suggested subst	st be included giving the
affidavits for all i acceptance, exceptance, the required docu	nsurance specified within ot if the 12th day falls on a ments are received before	oted to sign a contract and deliver in twelve (12) calendar days after the a Saturday, Sunday or holiday, the te 12 o'clock noon on the day follow guarantee thereof, herewith submit	e date of notification of such in the conditions will be fulfilled if wing the holiday, or the Monday
		ntract, to substantially complete the agrees, if awarded the Contract, the	
contract amount v	will be sublet to other con	tractors.	
Signed (by indivi	dual authorized to sign co	entract)	
By (printed name	& title)		Phone
PO Box (if applic	cable)	E	Email
NOTE: If bidder partners	•	ate of Incorporation, and if a partn	ership, give full names of all

END OF SECTION 00 41 13

SECTION 00 43 13

BID SECURITY FORM

KNOW ALL BY THESE PRESENTS, THAT WE,	the undersigned, as PRIN	NCIPAL
, and	_	
as SUF	RETY, are hereby held ar	nd firmly bound unto the Treasurer
of the UNIVERSITY OF MAINE SYSTEM in the p	oenal sum of	
	for the payme	ent of which, well and truly to
be made, we hereby jointly and severally bind ourse	lves, our heirs, executors	, administrators, successors and
assigns, signed this	day of	, 20
The condition of the above obligation is such that when MAINE SYSTEM, BY AND THROUGH THE UNattached hereto and hereby made a part hereof, to en INSERT PROJECT NAME HERE.	IVERSITY OF SOUTHE	ERN MAINE, a certain proposal,
NOW THEREFORE,		
 (a) If said proposal shall be rejected, or, in the alter (b) If said proposal shall be accepted and the Princi contract attached hereto (properly completed in faithful performance of said contract, and for the materials in connection therewith, and shall in a acceptance of said proposal, then this obligation effect: It being expressly understood and agreed hereunder shall, in no event, exceed the penal and 	pal shall execute and del- accordance with said pro- e payment of all persons all other respects perform a shall be void, otherwise d that the liability of the s	oposal) and shall furnish a bond for performing labor or furnishing the agreement created by the the same shall remain in force and surety for any and all claims
The Surety, for value received, hereby stipulates and be in no way impaired or affected by any extension of proposal: and said Surety does hereby waive notice of	of the time within which	
In the event suit is brought upon this bond by the Troshall pay reasonable attorneys' fees and costs incurre SYSTEM in such suit.		
IN WITNESS WHEREOF, the Principal and Surety as are corporations have caused their corporate seals proper officers, the day and year first set above.		
PRINCIPAL:		
	Ву:	
		L.S.
SURETY:		
SURETY ADDRESS:		
	Ву:	
		L.S.

DO NOT ALTER LANGUAGE

END OF SECTION 00 43 13

SECTION 00 51 00

SAMPLE NOTICE OF AWARD

DATE

[Contractor] [Company] [address] [City ST ZIP]

RE: NOTICE OF AWARD – USM Bailey Hall Center for Teaching Innovation Renovation UNIVERSITY OF SOUTHERN MAINE

Dear [Contractor]:

You are hereby notified that the University of Maine System, by and through the University of Southern Maine, accepts your Bid of \$2?.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 [Insert Name and Mailing Address of Appropriate Campus Representative]. 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 <u>Article A.3</u> 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 of Architect/Engineer company here, or UMS Department, if being handled by the University]. All correspondence relative to the day-to-day administration of the project should be directed to [Insert name of the individual Architect/Engineer on the project or project manager if being handled by the University; phone number; email].

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,

Alexander E. Porteous Chief Business Officer & Chief Operating Officer

Enclosures

END OF SECTION 00 51 00

SAMPLE UNIVERSITY OF MAINE SYSTEM Construction Contract Agreement

THIS AGREEMENT is made and entered into the Contractor, the University of Southern Maine, PO Box 9300, Po	day _, and the rtland, MI	of University E 04104, he	of Maine Sereinafter ca	, 20 System a alled the	_, by and between the acting by and through Owner.
WITNESSETH: That the Owner and the Contractor	for the co	nsideration	s hereinafte	r named	agree as follows:
ARTICLE 1. SCOPE OF THE WORK					
The Contractor shall furnish all of the materials a entitled <u>USM BAILEY HALL CENTER FOR TEAC</u> acting as and in these Contract Documents entitled the	<u>CHING IN</u>	NOVATION	ON RENOV		
ARTICLE 2: START AND TIME OF COMPLETIO	<u>)N</u>				
The date of the commencement of work shall be or before subject t					
The Contractor and the Contractor's surety, if an stipulated liquidated damages for each calendar day the Work is substantially complete:	of delay a	fter the date	e establishe	ed for Sul	
ARTICLE 3: THE CONTRACT SUM					
The Owner shall pay the Contractor for the performance (), subject to adjustments as provided in the				ws	Dollars,
The Contract Sum is based upon the following A Contract Documents and are hereby accepted by the		and Unit Pi	rices, if any	, which a	are described in the
Alternate (1) Alter	rnate (2)			Alterna	ate (3)
Unit Prices Item Item	Price Price				
Final payment shall be made after completion an	nd accepta	nce of the v	work as pro	vided in	the Contract Documents.
ARTICLE 4: THE CONTRACT DOCUMENTS					
The Contract Documents for this project, except consist of:	for modif	ications iss	sued after ex	xecution	of this agreement,

.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: [<u>Insert Name of Project Here</u>], dated									
.5 The Drawings as listed in the Project Manual.									
.6 The Addenda (List the addenda and dates issued).									
.7 Other documents if any (List any other documents that are intended to be part of the Contract)									
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 or	n this project will be								
The Owner and the Contractor he	ereby agree to the full performance of the	covenants herein.							
IN WITNESS WHEREOF, the partie written.	es hereto have executed this Agreement or	n the day and year first above							
UNIVERSITY OF MAINE SYSTEM by and through University of Southern Maine	UNIVERSITY OF MAINE SYSTEM by and through University of Southern Maine								
Owner	Owner	Contractor							
Alexander E. Porteous John Souther Contractor Name Chief Operating Officer and Engagement Street, Director Contractor Title									
Chief Business Officer	Chief Operating Officer and Executive Director Contractor Title Chief Business Officer Facilities Management								
Cinci Business Officer i dentites Management									

END OF SECTION 00 52 13

SECTION 00 61 13.13

PERFORMANCE BOND FORM

Bond No.				
KNOW ALL BY THESE	PRESENTS THAT (1)			
	(2	, as PRINCIPAL,		
of	and State of	, as PRINCIPAL,		
and (3)		,		
a corporation duly organiz	ted under the laws of the State of	and		
naving a usual place of but	siness in	, as SURETY, are held		
and minny bound unto the	University of Maine System in the sun	and		
(\$), to be paid said Treasurer of	f the University of Maine System, or success		
in office, for which payme	ent well and truly to be made, Principal	and Surety bind themselves, their heirs,		
	ors, successors and assigns, jointly and			
The condition of this oblig	gation is such that if the Principal shall	promptly and faithfully perform the Contra		
entered into on the (4)	day of	, A.D., 20 for the		
construction of (5)				
than this abligation abolt b	e null and void; otherwise, it shall rem	ain in full force and effect		
men mis obligation shall b	te nun and void, otherwise, it shan rem	am m ran rorce and effect.		
The Surety hereby waives		f time made by the University of Maine		
The Surety hereby waives System.		f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4)	notice of any alteration or extension of day of	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES: Bonding Company Agent:	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES: Bonding Company Agent: Compan	notice of any alteration or extension of day of SIGNATU	time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES: Bonding Company Agent: Compan Street:	notice of any alteration or extension of day of SIGNATU	r time made by the University of Maine		
The Surety hereby waives System. Signed and sealed this (4) WITNESSES: Bonding Company Agent: Compan Street: City, Sta	notice of any alteration or extension of day of SIGNATU	f time made by the University of Maine		

- (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 N	No.
KNOW ALL B	BY THESE PRESENTS THAT (1)		
	and State of	(2)	
of	and State of		, as PRINCIPAL,
and (3)	1 1 1 1 61 6		,
a corporation d	uly organized under the laws of the S	tate of	and as SURETY are held
and firmly bou	nd unto the University of Maine Syste	em in the sum of	, as SCRE11, are neid
	place of business innd unto the University of Maine Syste		Dollars
(\$), for the use and	benefit of claimants* as h	erein below defined, for the
	of Principal and Surety bind themselv	es, their heirs, executors a	nd administrators, successors
and assigns, joi	intly and severally by these presents.		
incurred for all in the Contract	of this obligation is such that if the Pri labor and materials used or required lentered into on the (4) day of (5)	by the Principal in connect of	tion with the work contemplated
any default of s and effect. *A Claimant is	reimburse the obligee for all outlay ar said principal, then this obligation sha defined as one having a direct contra bor, material, or both, used or reasona	Il be null and void; otherw	th a subcontractor of the
Signed and sea	led this (6) day of		0
WITNESSES:		SIGNATURES:	
· · · · · · · · · · · · · · · · · · ·			LS
			LS
			LS
			L3
Bonding Comp	pany Agent:		
	Company:		
	Street:		
	City, State, Zip:		
	Telephone:		
(2) A corporation(3) Correct nan	ne of Contractor. on, a partnership, or an individual, as ne of Surety. as that of contract.	the case may be.	

- (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



Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: (name and address) Samples		e and address)	CONTRACT INFORMATION: CERTIFICATE INI Contract For: Producer: Date: Insured: Date:			FORMATION:			
Univ oy ar Univ PO E	versity nd thr versity Box 9	of Mough ough	outhern Maine	ARCHITECT: (name and address)	CONTRACTOR: (n	ame an	d addr	ess)	
۹.	Ger	neral L	iability			Yes	No	N/A	
	1.	Doe	s this policy include	_					
		а		f bodily injury, sickness, or disease, as or disease, and death of any person					
		b	Personal injury and						
		C		f physical damage to or destruction of such property?	of tangible property,				
		d		perty damage arising out of complet	_				
		е		demnity obligations included in the C					
					n exclusion or restriction of coverage for:				
		а	restrictions is based	ed against another insured, where the solely on the fact that the claimant is se be coverage for the claim?					
		b	Claims for property products-completed	damage to the Contractor's Work ar operations hazard where the damage mage arises was performed by a Subo	ed Work or the Work				
		С	Claims for bodily in	jury other than to employees of the i	nsured?				
		d		ractor's indemnity obligations include out of injury to employees of the insu					
		е	Claims for loss excl exclusionary langua	uded under a prior work endorsemer ge?	nt or other similar				
		f	Claims or loss due t similar exclusionary	o physical damage under a prior inju language?	ry endorsement or				
		g h	Claims related to red Claims related to roo	sidential, multi-family, or other habit ofing?	tational projects?				
		i	Claims related to ex similar exterior coat	terior insulation finish systems, synt ings or surfaces?	hetic stucco, or				
		j		rth subsistence or movement?					
		k	Claims related to ex	plosion, collapse, and underground h	nazards?				
	Oth		urance Coverage			Yes	No	N/A	
	1.		cate whether the Concate the coverage lim	tractor has the following insurance c its for each.	coverages and, if so,				
		а	Professional liability Coverage limits						
		b	Pollution liability in			П	П		

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	Coverage limits:				
С	Insurance for maritime liability risks associated v	with the operation of a vessel			
d	Coverage limits: Insurance for the use or operation of manned or u	nmanned aircraft			
u	Coverage limits:	minumed unerari	ш	ш	
е	Property insurance				
	Coverage limits:				
f	Railroad protective liability insurance				
	Coverage limits:				
g	Asbestos abatement liability insurance Coverage limits:		Ш	Ш	
h	Insurance for physical damage to property while	it is in storage and in transit	П		
"	to the construction site	it is in storage and in transit	Ш	Ш	
	Coverage limits:				
i	Other:				
		(Authorized Representative)			
		(Date of Issue)			

ACORD _™ CERTII	FICATE OF LIABIL	ITY INS	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	D DELOW HAVE DEEN ICCUED TO THE IN	CLIDED NAMED AL	DOVE FOR THE DOL	IOV DEDIOD INDICATED	NOTWITHETANDING			
ANY REQUIREMENT, TERM OR CON MAY PERTAIN, THE INSURANCE AFFO	D BELOW HAVE BEEN ISSUED TO THE IN DITION OF ANY CONTRACT OR OTHER ORDED BY THE POLICIES DESCRIBED HI VN MAY HAVE BEEN REDUCED BY PAID	DOCUMENT WITH EREIN IS SUBJEC	H RESPECT TO WH	HICH THIS CERTIFICATE	MAY BE ISSUED OR			
INSR LTR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	ITS			
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								
ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$			
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$			
HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$			
				PROPERTY DAMAGE (Per accident)	\$			
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
ANY AUTO				OTHER THAN EA ACC	\$			
				AUTO ONLY: AGG	\$ \$			
EXCESS LIABILITY				EACH OCCURRENCE	\$			
OCCUR CLAIMS MADE				AGGREGATE	\$			
					\$			
DEDUCTIBLE					\$			
RETENTION \$				WC STATU- OTH	\$ I-			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				TORY LIMITS ER				
				E.L. EACH ACCIDENT	\$			
				E.L. DISEASE - EA EMPLOYE				
OTHER				E.L. DISEASE - POLICY LIMIT	2			
DESCRIPTION OF OBERATIONS/I OCATIONS//F	HICLES/EXCLUSIONS ADDED BY ENDORSEMENT	SPECIAL PROVISION	Ne					
	amed an additional insured under C	Beneral Liability	у.					
Project:								
CERTIFICATE HOLDER ADD	DITIONAL INSURED; INSURER LETTER:	CANCELLAT	TION					
		SHOULD ANY O	F THE ABOVE DESCRIB	ED POLICIES BE CANCELLED	BEFORE THE EXPIRATION			
University of Maine Syste		DATE THEREOF	, THE ISSUING INSURE	R WILL ENDEAVOR TO MAIL	DAYS WRITTEN			
Office of Risk Manageme	ent	NOTICE TO THE	CERTIFICATE HOLDER	NAMED TO THE LEFT, BUT F	FAILURE TO DO SO SHALL			
Robinson Hall		IMPOSE NO OB	LIGATION OR LIABILIT	Y OF ANY KIND UPON THE I	NSURER, ITS AGENTS OR			
46 University Drive		REPRESENTATI						
Augusta, ME 04330		AUTHORIZED RE	PRESENTATIVE					
) ,		1						

ACORD 25-S (7/97)

USM Bailey Hall CTI Reno

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Certificate of Insurance Form

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 CG 00 01 12 04

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 ${\bf II}$ — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – 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.

USM Bailey Hall CTI Reno

00 62 16.11 - 1

Certificate of Insurance Form CG 00 01 12 04

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:

- 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 "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor:
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted 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

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(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.

I. 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.

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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

- 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:

- 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

- 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:

 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:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

- "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 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:
 - 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".
- "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:
 - 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:

- 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 show	n 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

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
o, eiganization(o).	
Information required to complete this Schedule, if not sh	own 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

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:
 - 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:
 - 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

RETAINAGE IF VARIABLE

RATE)

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Mark Mark Bocument G703 - 1992

Continuation Sheet

/IV ? Hall	AIA Document G702®, Application and Certification for Payment, or G732 TM	Sation and Certifical	tion for Payment, or	r G732TM,		APPLICATION NO:		001	1 1
` •	Application and Certificate for Fayment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.	rayment, Construc certification is attac	non Manager as Au hed.	ivisër Edition,		APPLICATION DATE:			
_	Use Column I on Contracts where variable retainage for line items may apply.	ere variable retaina _≀	ge for line items ma	ıy apply.		PERIOD TO:			1
						ARCHITECT'S PROJECT NO:	NO:		
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Ę.	· ·		WORK COMPLETED	MPLETED	MATERIALS	TOTAL	ò	BALANCE TO	~
	NO. WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE $(D+E+F)$	(G ÷ C)	FINISH (C-G)	Ξ
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		0.00	00.00	0.00	0.00	0.00	0.00%	0.00	
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User Notes:

GRAND TOTAL



Application and Certificate for Payment

TO OWNER: University of Maine System by and through	PROJECT:		APPLICATION NO: Distribution to: OWNER: OWN
University of Southern Maine PO Box 9300			ARCHITECT:
Portland, ME 04104-9300			CONTRACT FOR:
FROM	ΔN		CONTRACT DATE:
CONTRACTOR:	ARCHITECT:		PROJECT NOS: / / FIELD:
			OTHER:
CONTRACTOR'S APPLICATION FOR PAYMENT	PAYMENT		The undersigned Contractor certifies that to the best of the Contractor's knowledge,
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703® Continuation Sheet, is attached.	nection with the Con	tract.	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
1. ORIGINAL CONTRACT SUM			by the Contractor for Work for which previous Certificates for Fayment were issued and payments received from the Owner, and that current payment shown herein is now due.
2. NET CHANGE BY CHANGE ORDERS		0.00	_
3. CONTRACT SUM TO DATE $(Line\ 1\pm2)$		0.00	By: Date:
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	n G703)	0.00	State of:
5. RETAINAGE:			County of:
a. 0 % of Completed Work			Subscribed and sworn to before
(Column D + E on $G703$)		0.00	me this day of
b. 0 % of Stored Material			
(Column F on G703)		0.00	Notary Public:
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	f G703)	00.00	My Commission expires:
6. TOTAL EARNED LESS RETAINAGE		0.00	ARCHITECT'S CERTIFICATE FOR PAYMENT
(Line 4 Less Line 5 Total)			In accordance with the Contract Documents, based on on-site observations and the data
7, LESS PREVIOUS CERTIFICATES FOR PAYMENT		0.00	
(Line 6 from prior Certificate)			quality of the Work is in accordance with the Contract Documents, and the Contractor is
8. CURRENT PAYMENT DUE		0.00	entitled to payment of the AMOUNT CERTIFIED.
9. BALANCE TO FINISH, INCLUDING RETAINAGE			AMOUNT CERTIFIED
(Line 3 less Line 6)		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.)
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	ARCHITECT:
Total changes approved in previous months by Owner	0.00	0.00	By: Date:
Total approved this Month	0.00	0.00	TO THE THE CONTRACTOR MENTAL TO THE TERMS OF
TOTALS	00.00	0.00	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
NET CHANGES by Change Order		0.00	the Owner or Contractor under this Contract.

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SECTION 00 62 76.13

SALES TAX FORM

DATE:	
VENDOR:	Vendor Name
	Vendor Address
	Vendor City, State Zip
I hereby cert	tify under penalties of perjury, that:
	ed in the performance of a construction contract on a project for the University of Maine System sales Tax exempt organization under the Maine Sales and Use Tax Law, Section 1760, subsection 2
This pro	oject is titled: <u>USM BAILEY HALL CENTER FOR TEACHING INNOVATION</u> <u>RENOVATIONS</u>
The pro	oject is located at: <u>UNIVERSITY OF SOUTHERN MAINE</u>
	eate is issued to cover purchases of materials that will be permanently incorporated into the real longing to the exempt organization or government agency indicated above.
Signed:	Authorized Signature
Name &Title	le:
Firm Name:	<u> </u>
Firm Addres	SS:
Firm City, S	State Zip

END OF SECTION 00 62 76.13



Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT:(Name and address)	ARCHITECT'S PROJECT NUMBER:		OWNER:
Samples	CONTRACT FOR:		ARCHITECT:
			CONTRACTOR:
TO OWNER: (Name and address) University of Maine System	CONTRACT DATED:		SURETY:
by and through			OTHER:
University of Southern Maine			_
PO Box 9300 Portland, ME 04104			
In accordance with the provisions of	the Contract between the Owner and	the Contractor as indicated	
above, the			
(Insert name and address of Surety)			
on bond of			, SURETY,
on bond of (Insert name and address of Contra	etor)		
hereby approves the reduction in or	partial release of retainage to the Con	tractor as follows:	, CONTRACTOR,
approves and reasonant and s			
The Surety agrees that such reduction the Surety of any of its obligations t	n in or partial release of retainage to	the Contractor shall not relieve	
(Insert name and address of Owner))		
as set forth in said Surety's bond.			, OWNER,
IN WITNESS WHEREOF, the Sure (Insert in writing the month followed)	ty has hereunto set its hand on this date the numeric date and year.)	ite:	
	•		
		(Surety)	
		(Signature of authorized representat	ive)
A 444 -			
Attest: (Seal):		(Printed name and title)	

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User Notes:

00 62 79 **SAMPLE** STORED MATERIALS

University of Maine System	Project Title: USM B	AILEY HALL CENTER FOR
by and through	TEACHING INNOVA	ATION RENOVATIONS
University of Southern Maine	Location:	
PO Box 9300		
Portland, ME 04104	Contractor:	
Materials and/or equipment (hereinafter "Materia	ls") that have not yet been	incorporated into the work may be
delivered and suitably stored, at the site or some	other location agreed upon b	by the Owner. The Materials listed
below have been estimated at 100% of the cost an	d will be stored at	. The

SCHEDULE

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.

Qty	Material/Equipment	Item in A	IA G703	Unit Wholesale	Extended
				Price	Wholesale Price
		Item No	Unit Price		
			1		
l .				Total	
Surety		Е	By:		
	ver of Attorney Must be Attached			Attorney-in-F	act
		Da	te:		

BILL OF SALE

, (will store/has stored) certain Materials (at the site The Contractor, 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:	(SE
	Principal/Contractor-Individual	
Witness:		
	Principal/Contractor-Individual	
		(SE
	_	(SE
	_	(SE
		(SE
Attest:		
	Principal/Contractor-Corporation	
	By:	
Secretary	President	

END OF SECTION 00 62 79



TO:	FROM:	
PROJECT: Samples	ISSUE DATE:	RFI No.
PROJECT NUMBERS: /	REQUESTED REP COPIES TO:	LY DATE:
RFI DESCRIPTION: (Fully descri	ibe the question or type of information request	red.)
REFERENCES/ATTACHMENTS: SPECIFICATIONS:	: (List specific documents researched when se DRAWINGS:	eking the information requested.) OTHER:
	ION: (If RFI concerns a site or construction of	condition, the sender may provide a
	ION: (If RFI concerns a site or construction of a g cost and/or schedule considerations.)	condition, the sender may provide a
recommended solution, includin	ng cost and/or schedule considerations.)	
recommended solution, includin		
recommended solution, includin	ng cost and/or schedule considerations.)	
recommended solution, includin	ng cost and/or schedule considerations.)	

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.



Architect's Supplemental Instructions

PROJECT: (name and address)

Samples

OWNER: (name and address)
University of Maine System
by and through
University of Southern Maine
PO Box 9300
Portland, ME 04104

CONTRACT INFORMATION:

Contract For: Date:

ARCHITECT: (name and address)

ASI INFORMATION:

ASI Number: Date:

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.)

IOOLI		D\4		 	FAT
18811	-11	HV	THE	'HII	F(:1:

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



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 Southern Maine 96 Falmouth Street Portland, ME 04103	ARCHITECT: (name and address)	CONTRACTOR: (name and address)
	to make the following change(s) in this Contact change and, if applicable, attach or refere.	
PROPOSED ADJUSTMENTS 1. The proposed basis of ad Lump Sum decrease	ljustment to the Contract Sum or Guaranteed se of \$0.00	Maximum Price is:
☐ Unit Price of \$	per	
	low, plus the following fee: of, or method for determining, cost)	
☐ As follows:		
	The state of the s	
2. The Contract Time is pro	oposed to . The proposed adjustment, if	any, is
	Contractor should execute a Change Order upon adjustments to the Contract Sum, Cont	
	itect and received by the Contractor, this documer as a Construction Change Directive (CCD), and the nge(s) described above.	
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

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User Notes:



$ightharpoonup AIA^{\circ}$ Document G709 $^{\circ}$ – 2018

Proposal Request

PROJECT: (name and address)

Samples

OWNER: (name and address) University of Maine System by and through University of Southern Maine PO Box 9300 Portland, ME 04104

CONTRACT INFORMATION:

Contract For: Date:

ARCHITECT: (name and address)

Architect's Project Number: Proposal Request Number:

Proposal Request Date:

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

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Change Order

PROJECT: (Name and address)

OWNER: (Name and address)

University of Southern Maine

University of Maine System

Samples

by and through

PO Box 9300 Portland, ME 04104 CONTRACT INFORMATION:

Contract For: Date:

ARCHITECT: (Name and address)

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

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

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



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 Southern Maine PO Box 9300 Portland, ME 04104	ARCHITECT: (name and address)	CONTRACTOR: (name and address)	
complete. Substantial Completion is the accordance with the Contract Docume	ne stage in the progress of the Work when the W nts so that the Owner can occupy or utilize the V esignated below is the date established by this C	Vledge, information, and belief, to be substantially Vork or designated portion is sufficiently complete in Work for its intended use. The date of Substantial Certificate.	
ARCHITECT (Firm Name) SIGN	ATURE PRINTED NAME AND TIT	TLE DATE OF SUBSTANTIAL COMPLETION	
WORK TO BE COMPLETED OR CORRE	ected is attached hereto, or transmitted as agreed		
Contract Documents. Unless otherwise	e agreed to in writing, the date of commencemen	ntractor to complete all Work in accordance with the nt of warranties for items on the attached list will be	
correct the Work on the list of items at	ttached hereto within () days from t	hichever occurs first. The Contractor will complete o the above date of Substantial Completion.	
correct the Work on the list of items at Cost estimate of Work to be completed	ttached hereto within () days from to d or corrected: \$	•	
correct the Work on the list of items at Cost estimate of Work to be completed. The responsibilities of the Owner and identified below shall be as follows:	ttached hereto within () days from to d or corrected: \$	the above date of Substantial Completion. ties, damage to the Work, insurance, and other items	
correct the Work on the list of items at Cost estimate of Work to be completed. The responsibilities of the Owner and identified below shall be as follows: (Note: Owner's and Contractor's legal)	trached hereto within () days from to d or corrected: \$ Contractor for security, maintenance, heat, utility	the above date of Substantial Completion. ties, damage to the Work, insurance, and other items the requirements and coverage.)	
correct the Work on the list of items at Cost estimate of Work to be completed. The responsibilities of the Owner and identified below shall be as follows: (Note: Owner's and Contractor's legal.) The Owner and Contractor hereby acc	ttached hereto within () days from to d or corrected: \$ Contractor for security, maintenance, heat, utilited and insurance counsel should review insurance	the above date of Substantial Completion. ties, damage to the Work, insurance, and other items the requirements and coverage.) Certificate of Substantial Completion:	

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PRINTED NAME AND TITLE

OWNER (Firm Name)

SIGNATURE

DATE

SECTION 00 65 19 CERTIFICATE OF COMPLETION FORM (Final)

DATE:	
PROJECT NAME: <u>USM BAILEY HALL CENTER FOR T</u> RENOVATION	EACHING INNOVATION
SUBSTANTIAL COMPLETION DATE:	
FINAL COMPLETION is defined as the date certified by the complete, the Close-Out requirements have been completed. Close-Out by the Owner, and the Contract fully performed in Contractor entitled to final payment.	, including the Close-Out Meeting and approval of
The CONTRACTOR certifies that the Work is fully comple 20, and submits herewith:	eted and was completed on or before
Application for Final Payment (release of retainage Waiver of Lien	e)
CONTRACTOR:	
Ву:	Date:
Name:	<u> </u>
The ARCHITECT has inspected the Work and has determin, 20	ned that the Date of Final Completion was
ARCHITECT:	
Ву:	Date:
Name:	
The OWNER hereby accepts the Work as fully complete and	d will make final payment.
OWNER:	
Ву:	Date:
Name:	

END OF SECTION 00 65 19



Contractor's Affidavit of Payment of Debts and Claims

	ECT: (Name and address)	ARCHITECT'S PROJEC	
Samp	ies	CONTRACT FOR:	ARCHITECT: ☐ CONTRACTOR: ☐
TO OV	VNER: (Name and address)	CONTRACT POR. CONTRACT DATED:	SURETY:
	ersity of Maine System	CONTINACT DATED.	OTHER:
	d through		отп <u>е</u> ти <u>—</u>
	ersity of Southern Maine		
	ox 9300		
Portla	nd, ME 04104		
STATE	OF:		*
COUN	TY OF:		
been s indebt	satisfied for all materials and e tedness and claims against the	equipment furnished, for a Contractor for damages	payment has been made in full and all obligations have otherwise all work, labor, and services performed, and for all known arising in any manner in connection with the performance of the roperty might in any way be held responsible or encumbered.
EXCE	PTIONS:		
CIIDD	ORTING DOCUMENTS AT	TACHED HERETO:	CONTRACTOR: (Name and address)
1.	Consent of Surety to Final		Traine and dad ess)
	Surety is involved, Conser		
	required. AIA Document		
	Surety, may be used for th		
Indica	ite Attachment	Yes No	
			BY:
	ollowing supporting document o if required by the Owner:	s should be attached	(Signature of authorized representative)
1.	Contractor's Release or Wa		(Printed name and title)
	conditional upon receipt of	f final payment.	
2.	Separate Releases or Waiv		Subscribed and sworn to before me on this date:
	Subcontractors and materia		
	suppliers, to the extent req		
	accompanied by a list there	eof.	N
•	0	1 (1' / 4 7 4	Notary Public:
3.	Contractor's Affidavit of R Document G706A).	telease of Liens (AIA	My Commission Expires:



Contractor's Affidavit of Release of Liens

PROJECT: (Name and address	ARCHITECT'S PRO	JECT NUMBER:	OWNER:
Samples	CONTRACT FOR:		ARCHITECT: □
TO OWNER: (Name and addr) :	CONTRACTOR:
University of Maine System			SURETY:
by and through University of Southern Main	e		OTHER:
PO Box 9300			OTTLER.
Portland, ME 04104			
////			-E
STATE OF: COUNTY OF:			
OCCUPATION.			
	ifies that to the best of the under		
			tractors, all suppliers of materia
			or encumbrances or the right to
assert liens or encumbrances referenced above.	against any property of the Own	ner arising in any manner out	of the performance of the Contr
referenced above.			
EXCEPTIONS:			
SUPPORTING DOCUMEN	TS ATTACHED HERETO:	CONTRACTOR: (Name of	and address)
1. Contractor's Release	e or Waiver of Liens,	(,
conditional upon rec	ceipt of final payment.		
2. Separate Releases o	r Waivers of Liens from	BY:	
<u> </u>	material and equipment	· · · · · · · · · · · · · · · · · · ·	of authorized
	ent required by the Owner,	representa	tive)
accompanied by a li	st thereof.	(Duinted Inc	
		(Printed no	ame and title)
		Subscribed and sworn to	before me on this date:
		Notary Public:	
		My Commission Expires	:

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User Notes: (3B9ADA67)

SAMPLE

SECTION 00 65 19.17 WAIVER OF LIEN

DATE	·			
	f Maine of			
TO:	University of Maine S by and through University of Southern PO Box 9300 Portland, ME 04104	-		
SUBJI	ECT:			
	Project Name:	USM BAIL RENOVAT	EY HALL CENTER FOR TI IONS	EACHING INNOVATION
	Project Location:	<u>UNIVERSI</u>	ΓΥ OF SOUTHERN MAINE	1
balance undersi or right materia	e due us under the existing gned agrees that it will to lien on the Subject P	ng contract or s waive and relea roject under th	ase the University of Maine S e Statutes of the state of Main	rk on the Subject Project) the ystem from any and all lien or claim
Signed	:			
Title:				
Firm N	ame:			
NOTA	RY			
Subscr	ibed and sworn to before	e me this	day of	, 20
Signatu	ure Notary Public			

END OF SECTION 00 65 19.17

SECTION 00 65 19.18 SAMPLE

SUBCONTRACTOR/SUPPLIER CONDITIONAL RELEASE AND WAIVER OF LIEN

DATE:		
State of Mar County of _	ine	
SUBJECT:		
	Project Name:	USM BAILEY HALL CENTER FOR TEACHING INNOVATION RENOVATION
	Project Location:	UNIVERSITY OF SOUTHERN MAINE
\$		(hereinafter called the Subcontractor) in consideration of the sum of to be paid to Subcontractor upon receipt of said payment does hereby release and forever
workman's, obligations supplied by Name Here	materialman's, mec with respect to the v the subcontractor to located in Insert Located ed or pending agains	and the University of Maine System from any and all chanic's, building or other liens, claims, causes of action, liabilities and other value of any and all work, services and materials furnished, performed, or or in connection with the construction project known as the Insert Project cation Here (hereinafter called the "Premises") through the date of Subcontractor shall take all reasonable action to discharge any lien st and the University of Maine System, recording of instruments discharging said lien with the appropriate Registry of
performed b		at its receipt of said payment will constitute full and final payment for all work ough the date set forth above except for retainage if applicable, in the amount of
Subcontract and laborers be immedia furnished to agrees to im Maine Syst and liens of furnished in materialmer Subcontract by Subcontr action to dis against recording of	for further covenants is listed below engaged tely paid in full from the Premises through demnify, defend, and the many kind or nature for connection with the in, and laborers employers through the datasecharge any lien in confirmation of the first tuments discharge firstruments discharge for shall request any through the datasecharge any lien in confirmation.	and represents that all of the subcontract suppliers, mechanics, materialmen, ed by Subcontractor have been paid in full (less proper retainage if any) or shall in the proceeds of this current payment for all work done and or materials ghe the date set forth in the first paragraph above. The Subcontractor hereby defined in the first paragraph above. The Subcontractor hereby and The University of my and all claims, including but not limited to attorney fees, claims for payment, filed or made by any person or entity based upon work done or materials are Premises by the Subcontractor or any sub-subcontractor, suppliers, mechanics, oved by Subcontractor through the date set forth in the first paragraph above. sub-subcontractor, suppliers, mechanics, materialmen, and laborers employed attended to the first paragraph above to, and shall itself, take all reasonable onnection with payments owed by Subcontractor currently filed or pending and the University of Maine System, including without limitation the riging said lien with the appropriate Registry of Deeds.
•	subcontractors and su	uppliers whose contract or purchase order meets or exceeds \$5,000 working for

SECTION 00 65 19.18 SAMPLE

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



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 University of Southern Maine PO Box 9300 Portland, ME 04104

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.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where the Procurement Requirements include provisions that portions of the Work be File Bid in accordance with the requirements of the Maine Bid Depository System, the subcontracts for these portions of the work will cover the same scope of work as defined by the Procurement Requirements and the File Bid and shall have the same contract amount as listed in the successful bid.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document may use AIA Document G201-2013 Project Digital Data Protocol Form and E203TM–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
 - .1 For the purpose of this Contract, the Owner is defined as: University of Maine System, acting through its duly authorized agent.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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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

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors,

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

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best industry standard or better skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider a formal request for substitution of products in place of those specified. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of the substitutions.

 By making requests for substitutions, the Contractor
 - 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,
 - 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.

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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 or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans 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.
- The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status.
- 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

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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.

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A201 - General Conditions of the Contract

§ 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

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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.

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§ 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 <u>final payment is due</u>, 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.

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- .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.

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- § 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.
 - 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.

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§ 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
 - 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.

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

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- **§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- **§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- § 7.1.4 The combined overhead and profit included in the total cost to the Owner of a Change in the Work shall be based on a previously agreed upon unit pricing or on the following schedule allowing for appropriate allowances for contract duration:
 - .1 For the Contractor, for Work performed by the Contractor's own forces, 20% of the cost.
 - 2 For the Contractor, for Work performed by the Contractor's Subcontractors, 10% of the amount due the Subcontractors.
 - 3 For each Subcontractor involved, for Work performed by the Subcontractor's own forces, 20% of the cost.

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- For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10% of the amount due the Sub-subcontractor.
- Costs to which overhead and profit is to be applied shall be limited to the following:
 - Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,
 - Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.
- § 7.1.5 When there is only an extension of Contract Time, any Claim for delay made pursuant to Article 15 is limited to additional costs related to supervision and field office personnel, which may be included in the overhead and profit calculation.
- § 7.1.6 In order to facilitate checking of quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they are to be itemized also. In no case will a change be approved without such itemization.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - The change in the Work; .1
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - The extent of the adjustment, if any, in the Contract Time. .3

§ 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:
 - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 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
 - 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:
 - 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;

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- 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.

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§ 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.

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- § 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

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- 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;
- 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

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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

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may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

- § 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
 - .1 Except with the consent of the Owner, the Architect will perform no more than three (3) site reviews to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional site reviews.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

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- .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.

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User Notes:

- § 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.

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§ 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, 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

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A201 - General Conditions of the Contract

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 <u>eaused.caused</u>, with the exception of intentional acts or grossly negligent consultants, <u>contractors or sub-contractors</u>.

§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 44-30 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.

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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.

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§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a 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 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;

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- .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;
 - .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.

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§ 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

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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

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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, 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.

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

END OF SECTION 00 73 00.11

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 Southern Maine PO Box 9300 Portland, ME 04104

THE CONTRACTOR:

(Name, legal status and address)

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

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

TABLE OF ARTICLES

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

ARTICLE A.1

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 A201TM–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

§ A.2.3.1 For this project, Property Insurance coverage, up to the total amount of the Project, will be provided by the University by either adding the Project to the University's existing master property insurance or purchasing a stand-alone builder's risk policy. Coverage shall be included for the Contractor and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the Contractor beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the Contractor. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

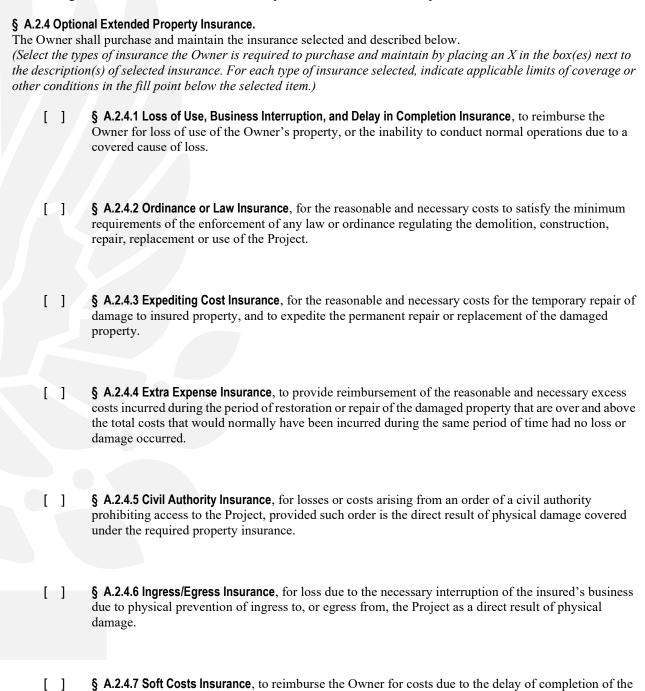
§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of

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coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.



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Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

f 1 § 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.)

Limits Coverage

CONTRACTOR'S INSURANCE AND BONDS ARTICLE A.3

§ 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:

<u>University of Maine System</u> 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 selfinsured retentions applicable to any insurance required to be provided by the Contractor.
- § A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. All required insurance shall be provided by companies that have a current A.M. Best insurance rating of A- or better and that are licensed or approved to do business in the State of Maine.

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§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- damages because of physical damage to or destruction of tangible property, including the loss of use of
- .4 bodily injury or property damage arising out of completed operations; and
- 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.
- Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees
- Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary
- .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.
- Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.
- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks-docks. Policy limits for such coverage shall not be less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit. Contractor is required to provide proof of such coverage, if applicable to the Work, by submitting a copy of the endorsement or by submitting the USLH form WC 00 01 06 A (current edition).
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.
- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ <u>2,000,000</u>) 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

(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

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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

(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.)*

	Cove	rage Limits			
[§ A.3.3.2.6 Other Insurance (List below any other insurance coverage to be provided by the Contractor and any applicable li				
[]	§ 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.			
[1	§ 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.			
[1	§ 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.			
L	J	§ 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.3.4 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.

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.)

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.

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement..3 The Contract Bonds shall continue in effect for one year after final acceptance of each contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials

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and to assure settlement of claims, for the payment of all bills for labor, materials, and equipment by the Contractor.

SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



User Notes:

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.

2022 Fair Minimum Wage Rates Building 2 Cumberland County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	<u>Total</u>
Brickmasons And Blockmasons	\$35.00	\$0.00	\$35.00
Carpenter	\$26.40	\$4.95	\$31.35
Carpet Installers	\$20.50	\$0.72	\$21.22
Cement Masons And Concrete Finisher	\$22.78	\$3.84	\$26.62
Construction And Maintenance Painters	\$23.00	\$1.80	\$24.80
Construction Laborer	\$20.00	\$2.79	\$22.79
Control And Valve Installers And Repairers - Except Mechanical Door	\$26.00	\$5.49	\$31.49
Crane And Tower Operators	\$26.38	\$5.98	\$32.36
Drywall And Ceiling Tile Installers	\$26.95	\$2.64	\$29.59
Earth Drillers - Except Oil And Gas	\$23.25	\$5.53	\$28.78
Electricians	\$32.50	\$8.41	\$40.91
Elevator Installers And Repairers	\$56.69	\$42.31	\$99.00
Excavating And Loading Machine And Dragline Operators	\$27.00	\$3.50	\$30.50
Fence Erectors	\$23.00	\$5.43	\$28.43
Floor Layers - Except Carpet/Wood/Hard Tiles	\$21.75	\$5.19	\$26.94
Glaziers	\$23.00	\$2.23	\$25.23
Hazardous Materials Removal Workers	\$20.00	\$2.24	\$22.24
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$29.50	\$4.47	\$33.97
Heavy And Tractor - Trailer Truck Drivers	\$21.00	\$1.86	\$22.86
Industrial Machinery Mechanics	\$26.00	\$5.82	\$31.82
Industrial Truck And Tractor Operators	\$24.00	\$5.61	\$29.61
Insulation Workers - Floor Ceiling And Wall	\$26.25	\$3.23	\$29.48
Insulation Workers - Mechanical	\$22.00	\$3.30	\$25.30
Ironworker - Ornamental	\$25.00	\$3.32	\$28.32
Light Truck Or Delivery Services Drivers	\$20.00	\$2.30	\$22.30
Mobile Heavy Equipment Mechanics - Except Engines	\$28.50	\$3.67	\$32.17
Operating Engineers And Other Equipment Operators	\$26.00	\$2.15	\$28.15
Paving Surfacing And Tamping Equipment Operators	\$33.12	\$0.00	\$33.12
Pipelayers	\$28.00	\$7.20	\$35.20
Plumbers Pipe Fitters And Steamfitters	\$28.00	\$4.90	\$32.90
Reinforcing Iron And Rebar Workers	\$21.00	\$5.69	\$26.69
Roofers	\$21.18	\$0.00	\$21.18
Sheet Metal Workers	\$25.65	\$5.08	\$30.73
Sider	\$18.00	\$2.44	\$20.44
Structural Iron And Steel Workers	\$25.50	\$5.87	\$31.37
Tapers	\$28.00	\$2.39	\$30.39
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$33.25	\$10.78	\$44.03
Tile And Marble Setters	\$25.50	\$5.30	\$30.80

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

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

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

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

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

A true copy

Attest: Scott R. Cotnoir

Wage & Hour Director Bureau of Labor Standards

Expiration Date: 12-31-2022 Revision Date: 10-18-2022

SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 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 will be required to: provide a site specific plan for COVID-19 Safety Measures; required to have all employees and/or subcontractors wear masks while inside any building on Campus; required to follow CDC Guidelines for the project.
- F. Contractor parking will be limited to authorized areas defined by the University of Maine System Representative.

PART 2 - NOT USED

PART 2 - NOT USED

END OF SECTION 011400

WORK RESTRICTIONS 011400 - 2

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 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.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. 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.
 - 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.

1.5 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-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 - NOT USED

PART 3 - NOT USED

END OF SECTION 012900

SECTION 230900 - INSTRUMENTATION AND CONTROL FOR MECHANICAL SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Direct Digital Control (DDC) equipment.
- B. Software.
- C. Installation.
- D. Mechanical Commissioning.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Piping:

- 1. Control Valves piping connections.
- 2. Temperature Sensor Wells and Sockets.
- 3. Pressure Sensors and Switches.
- 4. Flow Switches.
- 5. Flow Meters.

B. Ductwork:

- 1. Access Doors.
- 2. Airflow Measuring Stations.
- 3. Dampers ductwork connections.

1.3 PRODUCTS FURNISHED UNDER OTHER SECTIONS

- A. Controllers furnished with some Plumbing equipment (Division 22).
- B. Controllers furnished with some HVAC equipment (Division 23).
- C. Monitoring devices furnished with some Electrical equipment (Division 26).

1.4 RELATED SECTIONS

- A. Division 23 Section "Testing, Adjusting, and Balancing for HVAC."
- B. Division 23 Section "Common Work Results for HVAC."
- C. Division 23 Section "Common Motor Requirements for HVAC Equipment."

1.5 REFERENCES

- A. U.S. Department of Justice 2010 ADA Standards for Accessible Design.
- B. ASME MC85.1 Terminology for Automatic Control.
- C. NEMA EMC1 Energy Management Systems Definitions.

- D. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum).
- E. NFPA 70 National Electrical Code.
- F. NFPA 90A Installation of Air Conditioning and Ventilation Systems.

1.6 SYSTEM DESCRIPTION

- A. Integrate with existing BAS system furnished by ibcontrols.
- B. A fully integrated Automatic Temperature Control (ATC) Building Management and Control System incorporating Direct Digital Control (DDC), energy management, equipment monitoring, and control consisting of the following:
 - 1. Microcomputer-based equipment controllers interfacing directly with sensors, actuators and environmental delivery systems.
 - 2. Electric controls and mechanical devices for items indicated on Drawings and described hereinafter including dampers, valves, and motor drives.
 - 3. Microcomputer-based terminal controllers interfacing with sensors, actuators, and terminal equipment control devices.
- C. Submittals, data entry, electrical installation, programming, start up, test and validation, instruction of Owner's representative on maintenance and operation, as built documentation, and system warranty.
- D. System Summary:
 - 1. The intent of this project is to **extend**provide ATC system with electric actuators for the renovated portions of the building. as well as for the new additions].
 - 2. Systems shall interface with the DDC system, such that monitoring and setpoint adjustment shall be accomplished through the graphical user interface accessible through a web browser.
- E. Note: The terms "BMS", "ATC", and "DDC" are used somewhat interchangeably throughout this Section.

1.7 DEFINITIONS

- A. Note: The terms ATC, BAS, and DDC may be used interchangeably in this Section and on the Drawings, to indicate the overall control system.
- B. Definitions:
 - 1. ATC: Automatic temperature control.
 - 2. BACnet: A control network technology platform for designing and implementing interoperable control devices and networks.
 - 3. BAS: Building Automation System.
 - 4. DDC: Direct digital control.
 - 5. I/O: Input/output.
 - 6. MS/TP: Master slave/token passing.
 - 7. PC: Personal computer.
 - 8. PID: Proportional plus integral plus derivative.
 - 9. RTD: Resistance temperature detector.

1.8 SYSTEM PERFORMANCE

- A. Comply with the following performance requirements:
 - 1. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 10 seconds.
 - 2. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
 - 3. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
 - 4. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
 - 5. Alarm Response Time: Annunciate alarm at workstation within 45 seconds.
 - 6. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
 - 7. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.
 - 8. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
 - a. Water Temperature: Plus or minus 1 deg F (0.5 deg C).
 - b. Water Flow: Plus or minus 5 percent of full scale.
 - c. Water Pressure: Plus or minus 2 percent of full scale.
 - d. Space Temperature: Plus or minus 1 deg F (0.5 deg C).
 - e. Ducted Air Temperature: Plus or minus 1 deg F (0.5 deg C).
 - f. Outside Air Temperature: Plus or minus 2 deg F (1.0 deg C).
 - g. Dew Point Temperature: Plus or minus 3 deg F (1.5 deg C).
 - h. Temperature Differential: Plus or minus 0.25 deg F (0.15 deg C).
 - i. Relative Humidity: Plus or minus 5 percent.
 - j. Electrical: Plus or minus 5 percent of reading.

1.9 SUBMITTALS

- A. Submit in accordance with Division 01 Section "Submittal Procedures."
- B. Qualification Data: For Installer and manufacturer.
- C. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.
 - 1. Hardware: Bill of materials of equipment indicating quantity, manufacturer, and model number. Include technical data for control units, transducers/transmitters, sensors, actuators, valves, relays/switches, control panels, and operator interface equipment.
 - 2. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.
- D. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Bill of materials of equipment indicating quantity, manufacturer, and model number.
 - 2. Schematic flow diagrams showing fans, coils, dampers, valves, and control devices.
 - 3. Wiring Diagrams: Power, signal, and control wiring.

- 4. Details of control panel faces, including controls, instruments, and labeling.
- 5. Written description of sequence of operation.
- 6. Schedule of dampers including size, leakage, and flow characteristics.
- 7. Schedule of valves including size and flow characteristics.
- 8. DDC System Hardware:
 - a. Wiring diagrams for control units with termination numbers.
 - b. Schematic diagrams and floor plans for field sensors and control hardware.
 - c. Schematic diagrams for control, communication, and power wiring, showing trunk data conductors and wiring between operator workstation and control units.
- 9. Control System Software: List of color graphics indicating monitored systems, data (connected and calculated) point addresses, output schedule, and operator notations.
- 10. Controlled Systems:
 - a. Schematic diagrams of each controlled system with control points labeled and control elements graphically shown, with wiring.
 - b. Scaled drawings showing mounting, routing, and wiring of elements including bases and special construction.
 - c. Written description of sequence of operation including schematic diagram.
- E. Software and Firmware Operational Documentation: Include the following:
 - 1. Software operating and upgrade manuals.
 - 2. Device address list.
 - 3. Printout of software application and graphic screens.
- F. Field quality-control test reports.
- G. Operation and Maintenance Data.

1.10 OPERATION AND MAINTENANCE DATA

- A. Submit under provisions of Division 01 Section "Operation and Maintenance Data."
- B. For mechanical instrumentation and control system to include in emergency, operation, and maintenance manuals.
- C. In addition to items specified in Division 01, include the following:
 - 1. Maintenance instructions and lists of spare parts for each type of control device.
 - 2. Exploded assembly views.
 - 3. Interconnection wiring diagrams with identified and numbered system components and devices.
 - 4. Inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
 - 5. Calibration records and list of set points.
- D. Manuals: Provide the following:
 - 1. An Operator's Manual with graphic explanations of keyboard use for operator functions specified under Operator Training.
 - 2. Computerized printouts of equipment controller's data file construction including point processing assignments, physical terminal relationships, scales and offsets, command and alarm limits, and others as applicable.
 - 3. A manual including revised as-built documents of materials required under the paragraph "SUBMITTALS" in this Specification Section.

4. Provide the quantity of manuals specified in Division 01, and at least 2 Operator's Manuals and 2 As-Built Manuals to the Owner. Refer to other Sections of the Specifications for project requirements for quantities of documentation.

1.11 CODES AND APPROVALS

- A. The complete temperature control installation shall be in strict accordance to the national and local electrical codes and the electrical Division of these Specifications. Devices designed for or used in line voltage applications shall be UL listed. Microprocessor based remote and central devices shall be UL916 Listed.
- B. Electronic equipment shall conform to the requirements of FCC regulation Part 15, Section 15 governing radio frequency electromagnetic interference and be so labeled.

1.12 QUALITY ASSURANCE

- A. Installer Qualifications: Automatic control system manufacturer's authorized representative who is trained and approved for installation of system components required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with ASHRAE Standard 135 (BACnet) for DDC system components.

1.13 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Division 01 Section "Project Requirements."
- B. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, provide shipping of control devices to equipment manufacturer, in a timely manner coordinated with the equipment manufacturer.
- C. Components to be Installed under Other Sections: For components to be installed under other Sections of the Specifications, provide delivery of components to appropriate Subcontractors, provide installation instructions, and supervise their installation.

1.14 COORDINATION

- A. Coordinate location of thermostats and other exposed control sensors with Contract Drawings before installation.
- B. Coordinate equipment with Division 26 and existing fire alarm system to achieve compatibility with equipment that interfaces with that system.
- C. Coordinate line-voltage power supplies with Division 26.

1.15 WARRANTY

A. Components, system software, parts, and assemblies furnished under this Section shall be

- guaranteed against defects in materials and workmanship for 1 year from acceptance date.
- B. Labor to troubleshoot, repair, reprogram, or replace system components shall be provided at no charge to the Owner during the warranty period.
- C. Corrective software modifications made during warranty service periods shall be updated on user documentation and on user and manufacturer archived software disks.

PART 2 - PRODUCTS

2.1 ACCEPTABLE SUPPLIERS

- A. Acceptable Manufacturers and Installers:
 - 1. Maine Controls, 400 Presumpscot Street, Portland, ME 04103.
 - 2. Trident Controls Inc., 187 Gray Road, Unit A, Cumberland, ME 04021.
 - 3. ibcontrols, 3 Pope Rd, Windham, ME, 04062
 - 4. Siemens Building Technologies, Inc., 66 Mussey Road, Scarborough, ME 04074.
 - 5. Basix Automation Integrators, 69 Venture Dr. Unit 4, Dover, NH 03820.
 - 6. Siemens Building Technologies, Inc., 11 Court St., Exeter, NH 03833.
 - 7. Control Technologies, New Hampshire Office, 111 Zachary Road, Manchester, NH
 - 7. 03109.
 - 8. Control Technologies, Massachusetts Office, 500 West Cummings Park, Suite 1050. Woburn, MA 01801.
 - 9. Control Technologies, New York Office, 3500 Sunrise Highway, Suite T209, Great River, NY 11739.
 - 10. Control Technologies, Vermont Office, 121 Park Avenue, Suite 10, Williston, VT 05495.
 - 11. Johnson Controls Inc., 915 Holt Ave, Manchester, NH 03109.
 - 12. Johnson Controls Inc., 30 Thomas Drive, Westbrook, ME 04092.
 - 13. No Substitutions
- B. The Temperature Control Contractor (or Subcontractor) shall hereinafter be referred to as the ATC Contractor.

2.2 SYSTEM REQUIREMENT

- A. Provide complete direct digital and electronic control system consisting of temperature sensors, thermostats, control valves, dampers, operators, indicating devices, interface equipment, and other apparatus required to operate mechanical system and to perform functions specified. Provide controls for the following:
 - 1. Air conditioning systems.
 - 2. Control dampers and valves.
 - 3. Cooling and heating coils.
 - 4. Return, and supply fans.
 - 5. Outside air and ventilation.

2.3 DATA INPUTS AND OUTPUTS

- A. Input/output sensors and devices shall be closely matched to the requirements of the remote panel for accurate, responsive, noise-free signal input/output. Control input response shall be high-sensitivity and matched to the loop gain requirements for precise and responsive control.
- B. Duct temperature sensors shall be rigid stem or averaging type as required. Provide water sensors with a separable copper, monel or stainless-steel well.
- C. Control relays and analog output transducers shall be compatible with equipment controllers output signals. Relays shall be suitable for the loads encountered. Analog output transducers shall be designed for precision closed loop control with pneumatic repeatability error no greater than 1/2 percent.
- D. Data inputs and outputs shall be compatible with variable frequency drives; see Division 23 Section "Common Motor Requirements for HVAC Equipment."

2.4 TEMPERATURE CONTROL CENTRAL HARDWARE

A. Utilize existing workstation.

- B. Operator Workstations: The central operator workstations shall be located in [______]. Mech/Util 218. Coordinate with Owner for exact location. Operator workstation shall meet the following minimum criteria:
 - 1. Operator workstation shall be Compaq, Dell, Gateway, Hewlett Packard, or IBM/Lenovo. No substitutions.
 - Operating System: MS Windows 7 Professional operating system. [Windows Vista may
 be provided, but only if required by the control system.] Windows [Vista,] XP and older
 versions are not allowed. (Operating systems that provide only foreground/background
 operation, or are based on concurrent DOS, are unacceptable and will be rejected.)
 - 3. Processor: Intel Xeon Quad-Core, 3 GHz clock speed, 10 MB cache.
 - 4. RAM: The system shall come standard with at least 256K RAM disk cache and 4 gigabytes of system RAM. Provide 4 DIMM slots with capacity for up to 16 GB.
 - 5. High Resolution Color Monitor: Provide with a 19 inch (482 mm) LCD flat panel 0.29 dot pitch Super VGA (1280 X 1024 resolution @ 60, 75 Hz) color monitor and driver.
 - 6. Video Card: 256 megabyte of video RAM, dual-monitor capability, Blu-ray disc compatibility.
 - 7. Hard Drives: 2 drives, at least 500 GB capacity each. 7,200 RPM, 10 millisecond average access time.
 - 8. DVD +/- RW Drive: Read/write 48xCD/16xDVD drive, with CD creator software.
 - 9. CD-RW/DVD-ROM Drive: Combination 48xCD-RW/16xDVD-ROM drive.
 - 10. Optional Zip Drive: An internal 250 MB zip drive or equivalent, for the purpose of manually and automatically backing up fixed system data, may be provided at Contractor's option.
 - 11. Multi Card Reader: Integral to the workstation, with slots for SD, MiniSD, MicroSD, and Memory Stick Pro memory cards.
 - 12. Mouse and Keyboard: High quality bus or serial mouse with at least 3 buttons and scroll wheel. 104 key keyboard. Either mouse or keyboard shall be able to be utilized interchangeably for operator interface.
 - 13. Modem: 56K baud phone/fax modem. At the Control Contractor's option, the phone/fax modem may be provided in the master control panel in lieu of in the operator

- workstation. If the phone/fax modem is located in the master control panel, the control Contractor shall be responsible for costs associated with locating a dedicated telephone line to the appropriate location to allow for remote access to the ATC system.
- 14. Ethernet Interface: 10/100 speed. Compatible with the Owner's network, as well as control system network. Refer to Division 27 for Owner's network requirements.
- 15. Wireless network card, internal to the workstation, with external antenna. Compatible with the Owner's wireless network. Refer to Division 27 for Owner's network requirements.
- 16. USB Ports: 8 total, 2 front, 6 back. At least 1 front and 1 back shall be USB 3.0; remainder shall be USB 2.0.
- 17. Fire-Wire Ports: IEEE 1394 interface standard. At least 1 each of IEEE 1394a and IEEE 1394b, front or rear.
- 18. Printer: Epson LX 300, 9 pin parallel dot matrix type printer; tractor feed; 80 column; 337 cps in draft mode; 10 inch maximum paper width; 49 dB sound level; 6,000 hour MTBF (mean time between failure) rating; up to 4 million strokes per wire; with serial, parallel, and USB ports. For reports, alarms and exception messages. Provide 1 box of tractor feed paper, and 1 spare black ribbon cartridge.
- 19. [**OR**] Printer: Color, ink-jet type as follows:
 - a. Print Head: 4800 x 1200 dpi optimized color resolution.
 - b. Paper Handling: Minimum of 100 sheets.
 - c. Print Speed: Minimum of 17 ppm in black and 12 ppm in color.
- 20. Accessories: Provide interconnecting cables and other accessories as required.
- 21. [Where applicable, provide standard RS232 serial communications port for use with lighting control software (lighting control software by Division 26).]
- 22. Security Software: Install anti-virus, anti-spyware, and firewall software provided by the Owner. Contact the Owner for requirements.
- C. Equipment controllers shall be 16 bit microprocessor based with EPROM operating system (O.S.). ATC programs and data files shall be non-volatile EEPROM or flash memory to allow simple additions and changes. Each equipment controller shall have an on-board real-time clock with battery backup of a minimum of 30 days.
 - 1. Equipment controllers shall be provided where indicated or specified with capacity to accommodate input/output (I/O) points required for the application plus spare points specified. These panels shall be configured with analog and digital inputs and outputs, and pulse counting totalizers and such that the primary input, the output and control logic shall be resident in a single microprocessor to provide network independent stand alone closed loop ATC.
 - 2. Panel electronics shall be installed in suitable enclosures. Equipment room panels shall have hinged doors and shall also contain the load relays, transducers, and associated equipment.
- D. Terminal Equipment Controllers shall be EEPROM based and modularity expandable to accommodate additional points if required for future functional changes or enhancements, and with I/O selected for the application plus specified spares. Terminal controllers shall be capable of processing sensor signals of the applications specified, and shall have capability to drive digital (on off), pulse width modulation, and true analog (0-10V) outputs. Terminal Controller enclosures shall be compact, finished steel to fit within or on terminal equipment. Each terminal controller shall have complete standalone capability.

2.5 OPERATOR STATION SOFTWARE

A. Extend existing software as necessary.

- B. Operator Station (OS) software shall include as a minimum the Operating System, Data Base Manager, Communications Control, Operator Interface, Trend and History Files, Report Generator, and Support Utilities.
 - 1. Real time operating system shall be true multi-tasking providing concurrent execution of multiple real time programs and custom program development.
 - 2. Data Base manager is to manage data on an integrated and non-redundant basis. It shall allow additions and deletions to the data base without any detriment to the existing data.

C. Operator Interface Software:

- 1. Operator access to the system is to be under personal ID and password control for up to 100 unique operators.
- 2. Up to 100 frequently addressed system points shall be definable as "quick access" points. Each points user address, descriptor, and value/status shall be displayed.
- Software capacity and user's license shall be unlimited in the quantity of points and tags
 it can accommodate. Owner shall be able to add points and tags without purchasing
 additional software or licensing.
- 4. Points (physical and pseudo) shall be displayed with dynamic data provided by the system with appropriate text descriptors, status or value, and engineering unit. Points shall be dynamic and shall continuously update anytime their field status/value changes.
- 5. An on-line context-sensitive help utility shall be provided to facilitate operator training and understanding.
- 6. Electronic messaging facility shall be provided on the operator station for any operator to enter a message to another operator.

D. Site Specific Customizing Software:

- 1. Provide software which will allow the user to modify and tailor the temperature control to the specific and unique requirements of the equipment installed, the programs implemented, and to staffing and operational practices.
- 2. Point alarms shall be user classifiable as critical or non-critical. Critical alarms shall be displayed in a dialog box of the color monitor. Display shall include time and date of occurrence, indication of alarm condition, analog value or status, user address, and alarm message.
- 3. A discrete per point detailed alarm action taking message of up to 480 characters shall be available for each point.
- 4. Alarms shall be directed to the user selected alarm printer.
- 5. Non-critical alarms shall only output to the printer and OS disk in order of occurrence.
- 6. Run time limit messages shall be presented and processed as alarm messages except the action message shall be of a maintenance directive nature.
- E. Dynamic trends shall provide for each OS of up to eight user selected points to show real time activity of the associated points. This information shall be printed and/or displayed in numeric, bar chart, curve plot, pie chart, and other formats, as selected by the operator.
- F. Standard Reports Shall Be Provided Which Shall Be Output onto the Selected Report Printer.

 The Following Standard Pre-formatted Reports Shall Be Provided:
 - 1. The user shall be provided with a command trace feature selectable on a per point basis allowing the archiving of commands issued to each point.

- 2. A custom report capability shall be provided to allow the user to format reports of any mix of text, points with status/value and descriptors, and points with status/value only.
- 3. Alarm history. The last 4000 alarm events shall be disk archived. Viewing or printing shall be by entering a date range (from to).
- Operator activity. Operator activity shall be archived. Viewing or printing shall be by entering a desired date range.
- 5. Trend reports shall allow the operator to randomly select point archival. Equipment controllers trend points (hardware and software) shall be assignable to PC archive files for display at user selectable intervals of 10 seconds to 24 hours.
- G. Equipment controllers shall be up line or down line loadable to or from the OS disk for backup
- H. Provide software to execute and observe diagnostics of any remote device connected to the peer bus and the ability to deactivate and restart the device.
- In addition, a word processing utility, graphics package, and spreadsheet shall be available for generic use. The base system software shall include a CRT "windowing" feature to allow the operator to monitor the real time system and use third party software simultaneously.

2.6 GRAPHIC PROGRAMMING

- A. Graphic Programming. Provide hardware and software required for complete equipment controllers ATC programming of plant programs including plant system schematic development, I/O hardware point definition, hardware and software text point descriptors, ATC algorithmic development, a controller software loading utility, and a live programming test facility. At a minimum, the following shall be provided in the graphics package:
 - 1. Floor plans showing temperature sensors control and status.
 - 2. Air handling units, rooftop HVAC units and associated, fans, dampers control and status.
 - 3. VRF systems
 - 4. Schedules
- B. Provide a Boolean logic switching table matrix module for building ON-OFF commands from combinations of and or functions.
- C. Provide a program testing utility which allows live and dynamic monitoring of the graphically displayed control programs provided.
- D. In addition to training specified elsewhere in this Specification, provide 1-4-days of additional programming training, at a minimum of 2-4-hours training per day. These 1-4-days of additional training shall be provided during the 1 year warranty period. They are intended for use by the Owner as questions regarding system operation arise. Coordinate with the Owner.
- E. Provide 2 sets of programmer's manuals.

2.7 CONTROLLER SOFTWARE

- A. Energy Management application programs and associated data files shall be in non-volatile memory.
 - 1. Optimum Start shall delay equipment start-up based on global outdoor temperature,

- space temperature, and system response to assure that comfort conditions are reached at scheduled occupancy. The optimum start program shall operate fully stand-alone in the local equipment controllers.
- 2. A load reset program shall be provided to assure that only the minimum amount of heating, cooling, and electrical energy is supplied to satisfy zone temperature requirements.

B. Control Software:

- 1. Each equipment controllers shall contain up to 20 unique user modifiable time programs.
- 2. Control Application Software shall be customized strictly to meet the detailed requirements of the "Sequence of Operation" specified hereinafter. Equipment controllers and terminal controllers shall be fully programmable. Initial software shall be fully modifiable, and not restricted by vendor's specific configuration guidelines. Equipment controllers control software shall be designed via a graphic programming facility, the detailed graphic design of which shall be provided as system documentation. Control strategies shall be advanced as noted with stabilizing setpoint ramps and procedures to assure slow loading of variable load equipment and economizer modes to prevent unsafe overshoot of controlled pressure and unsafe undershoot of mixed air temperatures during start-up and transition periods.

C. Management Software:

- 1. Each equipment controllers shall be provided with a trend archive of at least the last 200 events (digital transitions or analog value changes) of any user selected group of up to 20 points. A stored event shall include date and time, and value or status. Point events shall be displayable at local panels as trend logs for evaluation of control system performance.
- 2. Each equipment controllers shall monitor analog input points and specified digital points for off-normal conditions. Each alarm shall have an "alarm delay" attribute which shall determine how long (in seconds) a point must be in an off-normal state prior to being considered in an alarm state.
- D. Communications Software: Each equipment controllers shall have a full master peer-to-peer communications module to support global data sharing, hierarchical control, and global control strategies specified.

2.8 DATA COMMUNICATIONS

- A. Equipment controllers shall be interconnected via a primary communications network. Terminal controllers shall also be connected together via secondary networks to provide data concentration and parallel processing. Networks shall support sensor sharing, global application programs, and bus-to-bus communications without the presence of a host PC.
- B. The equipment controller's communications network shall support true peer protocol such that loss of any single device will not cause total bus failure.

2.9 GENERAL

A. ATC setpoints, reset schedules, time programs, historical trends shall be displayable at local ATC panels and on the system's operator workstations.

- B. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
 - 1. Binary Inputs: Allow monitoring of on-off signals without external power.
 - 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
 - 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.
 - 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation with 3-position (on-off-auto) override switches and status lights.
 - 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA).
 - 6. Tri-State Outputs: Provide two coordinated binary outputs for control of 3-point, floating-type electronic actuators.
 - 7. Universal I/Os: Provide software selectable binary or analog outputs.
- C. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
 - 1. Output ripple of 5.0 mV maximum peak to peak.
 - 2. Combined 1 percent line and load regulation with 100-microsecond response time for 50 percent load changes.
 - 3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.
- D. Power Line Filtering: Internal or external transient voltage and surge suppression for workstations or controllers with the following:
 - 1. Minimum dielectric strength of 1000 V.
 - 2. Maximum response time of 10 nanoseconds.
 - 3. Minimum transverse-mode noise attenuation of 65 dB.
 - 4. Minimum common-mode noise attenuation of 150 dB at 40 to 100 Hz.

2.10 SPARE POINTS

A. Provide a minimum of 10 percent spare points or 16 spare points, whichever is greater, in each ATC control panel for future use. Spare points shall be equally distributed among analog input, analog output, digital input and digital output.

2.11 CONTROL CABLE

A. Provide electronic and fiber-optic cables for control wiring in accordance with Division 27.

2.12 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or 2-position action.
 - 1. Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."
 - 2. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.

- B. Electronic Actuators: Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque.
 - 1. Manufacturers:
 - a. Belimo.
 - b. Schneider Electric DuraDrive
 - c. Schneider Electric Andover Continuum Infinet II i2866 (with integral VAV controller)
 - 2. Valves: Size for torque required for valve close-off at maximum pump differential pressure.
 - a. Nonspring-Return Motors for Valves Larger Than NPS 2-1/2 (DN 65): Size for running torque of at least 150 lbf-in. (16.9 N-m) and breakaway torque of at least 300 lbf-in. (33.9 N-m).
 - b. Spring-Return Motors for Valves Larger Than NPS 2-1/2 (DN 65): Size for running and breakaway torque of at least 150 lbf-in. (16.9 N-m).
 - 3. Dampers: Size for running torque as recommended by the damper manufacturer for tight sealing under design operating static pressures and velocities. Submit damper manufacturer's torque chart in same submittal as actuator selection table.
 - a. For dampers which do not list torque values, provide torque calculated as follows:
 - 1) Damper with Edge Seals: 7 inch-lb/sq. ft. (8.6 N-m/sq. m) of damper.
 - 2) Damper without Edge Seals: 5 inch-lb/sq. ft. (6.22 N-m/sq. m) of damper.
 - b. Nonspring-Return Motors for Dampers Larger Than 25 Sq. Ft (2.3 sq. m): Size for running torque of at least 150 lbf-in. (16.9 N-m) and breakaway torque of at least 300 lbf-in. (33.9 N-m).
 - c. Spring-Return Motors for Dampers Larger Than 25 Sq. Ft (2.3 sq. m): Size for running and breakaway torque of at least 150 lbf-in. (16.9 N-m).
 - d. Dampers with 2- to 3-Inch wg (500 to 750 Pa) of Pressure Drop or Face Velocities of 1000 to 2500 fpm (5 to 13 m/s): Increase running torque by a factor of 1.5.
 - e. Dampers with 3- to 4-Inch wg (750 to 1000 Pa) of Pressure Drop or Face Velocities of 2500 to 3000 fpm (13 to 15 m/s): Increase running torque by a factor of 2.0.
 - 4. Coupling: V-bolt and V-shaped, toothed cradle.
 - 5. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
 - 6. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
 - 7. Power Requirements (2-Position Spring Return): 24-V ac.
 - 8. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
 - 9. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal.
 - 10. Temperature Rating: 40 to 104°F (5 to 40°C).
 - a. In addition, valve actuators shall be suitable for the anticipated ambient temperature and fluid temperature. For example, actuators located within heating equipment terminal enclosures will experience higher temperatures.
 - 11. Temperature Rating (Smoke Dampers): -22 to 250 degrees F (-30 to 121 degrees C).
 - 12. Run Time: 30 seconds.
 - 13. Actuator Housing: Molded or die-cast zinc or aluminum. Terminal unit actuators may be high-impact plastic with ambient temperature rating of 50 to 140 degrees F (10 to 60 degrees C) unless located in return-air plenums.
 - 14. Damper actuators shall be provided with end switches.

2.13 CONTROL VALVES

- A. Control Valves: Factory fabricated, of type, body material, and pressure class based on maximum pressure and temperature rating of piping system, unless otherwise indicated.
 - 1. Globe-type valves are required except for those applications where terminal-unit control valves or butterfly valves are specified or detailed.
 - 2. Ball-type valves may be substituted for other types, and shall be manufactured by Belimo, with Belimo actuators (no substitutions).
 - 3. Valves shall be suitable for water. with up to 50 percent inhibited ethylene or propylene glycol.
 - 4. 3 way valves shall be mixing pattern, except where diverting pattern is specified, or where manufacturer requires use of diverting pattern.
 - 5. Rubber-paddle or ball-plug type control valves such as, but not limited to, Belimo Zone Valve, Honeywell Fan-Coil Valves or the TAC Erie product line (division of Schneider Electric) are not allowed.
 - 6. Valves with thermal-wax motors are not allowed.
 - 7. Valves requiring cartridge replacement for service are not allowed.
 - 8. Valves requiring special water treatment such as 50-micron filtration are not allowed.
- B. Sizing: Maximum pressure drop determined with valve full-open at design flow rate and the following:
 - 1. 2 Position: Line size.
 - 2. 2-Way Modulating: Between one-half and one times the variable-flow load pressure drop, but not to exceed 3 psig (21 kPa).
 - 3. 3-Way Modulating: Between one-half and one times the variable-flow load pressure drop, but not to exceed 1.5 psig (10.5 kPa).
 - 4. Note: For modulating valves, the load pressure drop is that across the modulated portion of the system. For example, for a 3-way valve providing reset-water control at a boiler, the modulated flow is across the boiler and accessories, whereas the building loop to terminal equipment is considered constant-flow for the purposes of this valve's sizing. For a 3-way valve modulating the flow thru a coil, the coil and its pipe fittings comprise the variable-flow load. For a 3-way valve in a primary-secondary loop to a coil, where the flow thru the coil is a constant pumped flow, the variable load is in the primary-secondary bridge.
- C. Hydronic system globe valves shall have the following characteristics:
 - 1. NPS 2 (DN 50) and Smaller: Class 125 bronze (or red brass) body, bronze or brass seat, bronze trim, rising stainless steel stem, renewable brass or composition disc or plug, screwed ends, with backseating capacity, repackable under pressure. Valve may have integral union ends. Valves with ends other than threaded or factory-integral unions are not allowed.
 - 2. NPS 2-1/2 (DN 65) and Larger: Class 125 iron body, bronze trim, rising stem, plug-type disc, flanged ends, and renewable seat and disc.
 - 3. Internal Construction: Replaceable plugs and stainless-steel or brass seats.
 - a. Single-Seated Valves: Cage trim provides seating and guiding surfaces for plug on top and bottom.
 - b. Double-Seated Valves: Balanced plug; cage trim provides seating and guiding surfaces for plugs on top and bottom.
 - 4. Flow Characteristics: 2-way valves shall have equal percentage characteristics; 3-way valves shall have linear characteristics through 1 of the ports, equal percentage through the other.

- 5. Close-Off (Differential) Pressure Rating: Combination of actuator and trim shall provide minimum close-off pressure rating of 150 percent of total system (pump) head for 2-way valves, and 100 percent of pressure differential across valve or 100 percent of total system (pump) head for 3-way valves.
- 6. Temperature Rating: 250°F (121°C).
- D. Terminal Unit Control Valves: Bronze body, bronze trim, 2 or 3 ports as indicated, replaceable plugs and seats, and union and threaded ends. Valves with ends other than threaded or factory-integral unions are not allowed.
 - 1. Rating: Class 125 for service at 125 psig (860 kPa) and 250 deg F (121 deg C) operating conditions.
 - 2. Close-Off (Differential) Pressure Rating: Combination of actuator and trim shall provide minimum close-off pressure rating sufficient to close against pump shutoff head.
 - 3. Flow Characteristics: 2-way valves shall have equal percentage characteristics; 3-way valves shall have linear characteristics.

2.14 DAMPERS

A. Manufacturers:

- 1. Non-Insulated Dampers:
 - a. Ruskin Model CD60.
 - b. American Warming & Ventilating.
 - c. Arrow.
 - d. Greenheck.
 - e. Tamco (T.A. Morrison & Co., Inc.).
- 2. Insulated-Blade Dampers:
 - a. T.A. Morrison & Co., Inc.; Tamco Series 9000 SC "Severe Cold Option" dampers.
 - b. Ventex, Inc. Series 3965 SC.

B. Non-Insulated Dampers:

- 1. AMCA-rated, parallel (2-position) or opposed-blade (modulating) design.
- 2. Frames shall be 16 gauge (1.6 mm) thick galvanized steel, reinforced to equivalent strength of 11 gauge (3 mm) galvanized steel; or 0.125 inch (3.2 mm) minimum thickness extruded-aluminum.
- 3. Blades shall be airfoil type of not less than 14 gauge (2 mm) equivalent thickness galvanized steel or heavy gauge extruded aluminum, with maximum blade width of 8 inches (200 mm) and length of 48 inches (1220 mm).
- 4. Secure blades to 1/2 inch (13 mm) diameter, hex-profile, zinc-plated axles using zinc-plated hardware, with oil impregnated sintered bronze or nylon blade bearings, blade-linkage hardware of zinc plated steel and brass, ends sealed against spring stainless steel blade bearings, and thrust bearings at each end of every blade.
- 5. Operating Temperature Range: From -40 to 200 degrees F (-40 to 9 degrees C).
- 6. Edge Seals, Low-Leakage Applications: Replaceable, inflatable blade edging of Ruskiprene, neoprene, vinyl, or rubber, and spring loaded stainless steel side seals, rated for leakage at less than 10 cfm/sq. ft (50 l/s per sq. m) of damper area, at differential pressure of 4 inch wg (1 kPa) when damper is held by torque of 50 in. 1 bf (5.6 N-m); when tested according to AMCA 500D 98.
- C. Insulated Dampers: Dampers which are located in or 4 ft. (1.2 m) or less from outside walls or roof lines, and are 8 sq. ft. (0.74 sq. m) or larger, shall be thermally insulated type.
 - 1. Frame: Extruded aluminum, externally insulated with polystyrene foam.

- 2. Blades: Double wall extruded aluminum, with internal injected polyurethane foam, thermally broken. Extruded silicone frame and blade seals, secured in slots in the aluminum extrusions. R value of complete blade shall be 2.29 hr ft2 F/Btu (0.39 m2 K/W).
- 3. Leakage shall not exceed 4.9 cfm/sq. ft (25 1/s per sq. m) against 4 in. wg (1 kPa) differential static pressure at 40 degrees F (40 degrees C).
- 4. Bearings: Celcon inner bearing fixed to a 7/16 inch (11.1 mm) aluminum hexagon blade pin, rotating within a polycarbonate outer bearing inserted in the frame, resulting in no metal to metal or metal to plastic contact.
- 5. Linkage Hardware: Installed in the frame side, constructed of aluminum and corrosion-resistant, zinc-plated steel, with cup-point trunnion screws for a slip-proof grip.
- 6. Operating Temperatures: -40 to 155 degrees F (-40 to 68 degrees C).
- 7. For dampers less than 12 inches (305 mm) in 1 dimension, provide "flanged to duct" mounting style for maximum free area.
- D. Automatic dampers at exterior wall louvers shall be 4 inches (100 mm) shorter in vertical dimension (height) than the louver they serve, to allow sloping of bottom of duct to drain outward. Depending on the height of the louver's integral waterstop, it may be necessary to slope the top of the duct as well as the bottom. Coordinate sizing and positioning of dampers and louvers with Division 23 Section "Air Inlets and Outlets" to ensure that base of damper frame is positioned higher than the lowest edge of the duct where it laps over the top edge of the louver's waterstop or bottom blade. It shall be the responsibility of this Section to ensure proper installation to drain.

2.15 ELECTRONIC SENSORS

- A. Description: Vibration and corrosion resistant; for wall, immersion, or duct mounting as required.
- B. Thermistor Temperature Sensors and Transmitters:
 - 1. Accuracy: Plus or minus 0.5°F (0.3°C) at calibration point.
 - 2. Wire: Twisted, shielded-pair cable.
 - 3. Insertion Elements in Ducts: Single point, 8 inches (200 mm) long; use where not affected by temperature stratification or where ducts are smaller than 9 sq. ft. (0.84 sq. m).
 - 4. Averaging Elements in Ducts: 36 inches (915 mm) long, flexible; use where prone to temperature stratification or where ducts are larger than 10 sq. ft. (1 sq. m).
 - 5. Insertion Elements for Liquids: Brass or stainless-steel socket with minimum insertion length of 2-1/2 inches (64-mm).
 - 6. Room Sensor Cover Construction: See below.
 - 7. Outside-Air Sensors: Watertight inlet fitting, shielded from direct sunlight.
 - 8. Room Security Sensors: Stainless-steel cover plate with insulated back and security screws.
- C. Humidity Sensors: Bulk polymer sensing element.
 - 1. Accuracy: 2 percent full range with linear output.
 - 2. Room Sensor Range: 20 to 80 percent relative humidity.
 - 3. Room Sensor Cover Construction: See below.
- D. Pressure Transmitters/Transducers:
 - 1. Static Pressure Transmitter: Nondirectional sensor with suitable range for expected

input, and temperature compensated.

- a. Accuracy: 2 percent of full scale with repeatability of 0.5 percent.
- b. Output: 4 to 20 mA.
- e. Duct Static Pressure Range: 0- to 5-inch wg (0 to 1240-Pa).
- 2. Water Differential Pressure Transducers: Stainless steel diaphragm construction, suitable for service; minimum 150 psig (1034 kPa) operating pressure and tested to 300-psig (2070-kPa); linear output 4 to 20 mA.
- 3. Differential Pressure Switch (Air or Water): Snap acting, with pilot duty rating and with suitable scale range and differential.
- E. Room Sensor Cover Construction: Manufacturer's standard locking covers.
 - 1. Set-Point Adjustment: Concealed.
 - 2. Set-Point Indication: Concealed.
 - 3. Thermometer: Concealed.
 - 4. Communications Port: Standard phone-type jack for connection of portable laptop computer and other devices. Provide at each room sensor, no exceptions.
 - 5. Override Pushbutton: For timed override of occupied/unoccupied cycle. Provide in normally-occupied rooms such as classrooms, shops, offices, cafeterias, kitchen, lecture hall, band and chorus rooms, and gymnasiums. Do not provide in storage rooms, stairs, entries, vestibules, corridors, elevator machine rooms, electrical rooms, Comm rooms, and mechanical rooms.
- F. Room sensor accessories include the following:
 - 1. Insulating Bases: For sensors located on exterior walls.
 - 2. Adjusting Key: As required for calibration and cover screws. Furnish to the Owner, at least 5 per sensor type.
 - 3. Wall Mounting Box: Recessed, steel, securely fastened to wall framing. Equal to Steel City metallic switch boxes by Thomas & Betts Corp. Box may only be omitted where sensor attaches directly to masonry construction.

2.16 CURRENT TRANSFORMERS

- A. Current transformers (CTs) are not an acceptable substitute for pump or fan monitoring where flow switches or pressure switches are specified.
- B. Provide CTs as required for the sequences of operation specified.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that power supply and data outlet is available to control units and operator workstation.

3.2 ELECTRICAL WIRING AND CONNECTION INSTALLATION

A. Wiring and conduits shall be properly supported and run in a neat and workmanlike manner. Wiring and conduits exposed and in equipment rooms shall run parallel to or at right angles to the building structure. Wiring and conduits within enclosures shall be neatly bundled and anchored to prevent obstruction to devices and terminals. Wiring, conduits, wall boxes, and accessories shall conform to Division 26 – Electrical, and Division 27 of the Contract

Documents.

- B. The ATC Contractor shall be responsible for electrical installation, including any low voltage and line voltage wiring which is required for a fully functional control system and not indicated on the Electrical Drawings or required by the Electrical Specifications (Divisions 26 and 27).
- C. Wiring shall be in accordance with local and national Codes and regulations.
- D. Provide electrical materials and installation under this Section. Requirements and standards shall be as specified in other Sections and Divisions of the Specifications, as indicated in paragraphs below.
 - 1. Install raceways, boxes, and cabinets in conformance to Division 26.
 - 2. Install building wire and cable in conformance to Division 26.
 - 3. Provide interface wiring (line and low voltage) as required to complete ATC system installation.
 - 4. Install signal and communication cable according to Division 27.
 - a. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.
 - b. Install exposed cable in raceway.
 - c. Install concealed cable in raceway.
 - d. Bundle and harness multi-conductor instrument cable in place of single cables where several cables follow a common path.
 - e. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.
 - f. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.
 - g. Install wire and cable with sufficient slack and flexible connections to allow for vibration of piping and equipment.
- E. Electronic low-voltage wiring shall be #18 AWG minimum THHN and shielded if required.
- F. Provide power for normally-open coils, fin tube, and baseboard hot water valves. De-energize valves when hot water pumps are de-energized.
- G. Power for any temperature control panels required in addition to those indicated on the Drawings shall be the responsibility of this Section. Power to temperature control panels shall be through "stand-by" power circuits which are powered through the building's emergency generator.
 - 1. It is the design intent to have the entire temperature control system, including damper and valve actuators, powered by stand-by power circuits to ensure that the DDC system is fully functional when the building is operating on generator power.
 - a. Boilers B-1 thru B-4.
 - b. Heating water pumps P-1 thru P-6
 - c. Unit Heaters
 - d. Cabinet Unit Heaters

3.3 INSTALLATION

A. Wall mounted thermostats and temperature sensors shall be attached to an electrical wall box attached to a wall stud, masonry wall, or to blocking. Attaching to gypsum wallboard only shall not be allowed.

- B. Mounting heights of room sensors, thermostats, and other devices, which have features which occupants may adjust or set by touching, shall be installed in locations and heights conforming to U.S. Department of Justice 2010 ADA Standards for Accessible Design.
 - 1. Unobstructed Forward or Side Reach: Reaches, measured by distance above the finished floor or ground surface upon which the occupant shall be sitting or standing, shall be a high of 48 inches (1220 mm) maximum measured to the top of the device, and a low of 15 inches (380 mm) minimum measured to the bottom of the device.
 - 2. Coordinate with Division 26 Electrical to match heights for an aesthetically pleasing appearance.
- C. Verify location of room temperature sensors and other exposed control sensors with Drawings and room details before installation.
 - 1. Thermostats and temperature sensors are indicated on the Drawings for general location. Terminal heat transfer units and fans which control space temperature shall be provided with thermostatic control, whether or not a thermostat or temperature sensor has been indicated on the Drawings.
 - 2. Locate in the general location indicated, and coordinate to group together with room light switches and other devices of similar height, to minimize disruption of open wall space.
 - 3. Locate to not be above electrical dimmers.
 - 4. Locate to avoid heat-generating equipment such as computers, copiers, cooking equipment, coffee makers, vending machines, and refrigerators. Where electrical outlets are indicated near sensors, verify whether equipment is intended.
 - 5. Locate to avoid heating piping which may be concealed in partitions.
 - 6. Locate away from windows and exterior doors.
 - 7. Locate to avoid other false sources of heat such as strong sunlight.
- D. Provide guards on room sensors and thermostats in the following locations:
 - 1. Public areas other than classrooms and offices, including but not limited to: Corridors, hallways, entrances, lobbies, vestibules, stairwells, toilet rooms, locker rooms, storage rooms, cafeterias, and gymnasiums.
 - 2. Locations vulnerable to traffic.
 - Where indicated.
- E. At each wall-mounted temperature sensor, provide wiring for setpoint dial and override pushbutton, and for communications jacks, whether or not the specified sensor has these functions. This will allow the Owner to change sensors to add these functions in the future. Provide access to the associated controller and related control panels through each communication jack.
- F. Install averaging elements in ducts and plenums in crossing or zigzag pattern.
- G. Install freezestats serpentined across and clipped to the downstream face of coils. Entire length of capillary tube shall be within the unit airstream.
- H. Perform adjustment/relocation of freezestats as required to eliminate nuisance freezestat alarms.
- I. Aquastats installed on unit heaters and at any location above 60 inches (1525 mm) above finished floor shall be installed with adjustment knobs facing downward to facilitate adjustment.

- J. Outdoor air temperature sensor(s) shall be installed on the North side of the building.
- K. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.
- L. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.
- M. Connect lead-lag controls to lock out the failed or non-selected motor, to prevent simultaneous operation.
- N. Connect lead lag controls so that only 1 motor can run in starter "hand" position.
- O. Connect fire alarm shutdown of motors on the load side of controls and hand-off-auto switches, to prevent motor from running in any switch position during fire alarm.
- P. For components to be installed under other Sections of the Specifications, provide delivery of components to appropriate Subcontractors, provide installation instructions, and supervise their installation.
- Q. Install hydronic instrument wells, valves, and other accessories according to Division 23 Section "Hydronic Piping."
 - 1. Sensors shall be immersion type in wells unless otherwise specified or indicated.
 - 2. Enlarge piping at wells to prevent excess interference with flow.
 - 3. Locate wells to ensure insertion in active flowing section of piping or tank.
 - 4. Fill sensor wells with Honeywell thermal heat transfer paste to ensure good conduction.
 - 5. Locate sensors wells at or above the 90° level on piping systems to prevent sediment build up.
- R. Install refrigerant instrument wells, valves, and other accessories according to Division 23
 Section "Refrigerant Piping and Specialties."
- S. Install automatic dampers in conformance to Division 23 Section "Air Duct Accessories."
- T. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures. Provide stand-off brackets of depth to meet or exceed specified thickness of duct insulation.
- U. Install duct volume control dampers according to Division 23 Sections specifying air ducts.
- V. Provide labels and nameplates to identify control components according to Division 23 Section "Identification for HVAC Piping and Equipment."
- W. Install electronic and fiber-optic cables according to Division 27.
- X. Unless otherwise indicated, actuators shall be spring loaded and shall, upon a loss of power, actuate their device to an appropriate "fail safe" position.
 - 1. Hot water valves fail safe to fully open.
 - 2. Outside and exhaust air dampers fail safe to fully closed.
 - 3. Exhaust fan motorized dampers fail safe to fully closed.
 - 4. Supply air dampers at rooftop units fail safe to fully closed.

- 5. Return air dampers fail safe to fully open.
- 6. Combination fire/smoke dampers fail safe to fully closed.
- 7. Boiler isolation valves (each boiler) fail safe to fully open.
- Y. For actuators that are required to "fail safe", provide spring return actuators. "Floating point" actuators shall not be allowed for these applications. "Floating point" actuators shall be allowed for actuators that are not required to "fail safe".
- Z. Enter computer programs and data files into the related computers including control programs, initial approved parameters and settings, and English descriptors.
- AA. Maintain CD copies of data file and application software for reload use in the event of a system crash or memory failure. 1 copy shall be delivered to the Owner during training session, and 1 copy shall be archived in the ATC Contractor's local software vault.
- BB. Install software in control units and operator workstation(s). Implement features of programs to specified requirements and as appropriate to sequence of operation.
- CC. Connect and configure equipment and software to achieve sequence of operation specified.

3.4 FIELD QUALITY CONTROL

- A. Coordinate with the requirements of Division 01 Section "General Commissioning Requirements".
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- C. Perform the following field tests and inspections and prepare test reports:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 - 2. Test and adjust controls and safeties.

D. DDC Verification:

- 1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
- 2. Check instruments for proper location and accessibility.
- 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
- 4. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
- 5. Check pressure instruments, piping slope, installation of valve manifold, and self-contained pressure regulators.
- 6. Check temperature instruments and material and length of sensing elements.
- 7. Check control valves. Verify that they are in correct direction.
- 8. Check DDC system as follows:
 - a. Verify that DDC controller power supply is from emergency power supply, if applicable.
 - b. Verify that wires at control panels are tagged with their service designation and approved tagging system.
 - c. Verify that spare I/O capacity has been provided.

- d. Verify that DDC controllers are protected from power supply surges.
- E. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

3.5 ADJUSTING

- A. Calibrating and Adjusting:
 - 1. Calibrate instruments.
 - 2. Make 3-point calibration test for both linearity and accuracy for each analog instrument.
 - 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
 - 4. Control System Inputs and Outputs:
 - a. Check analog inputs at 0, 50, and 100 percent of span.
 - b. Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
 - c. Check digital inputs using jumper wire.
 - d. Check digital outputs using ohmmeter to test for contact making or breaking.
 - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.

5. Flow:

- a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
- b. Manually operate flow switches to verify that they make or break contact.

6. Pressure:

- a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
- b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
- 7. Temperature:
 - a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b. Calibrate temperature switches to make or break contacts.
- 8. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed
- 9. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.
- 10. Provide diagnostic and test instruments for calibration and adjustment of system.
- 11. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.
- B. Adjust initial temperature set points.
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to 3 visits to Project during other than normal occupancy hours for this purpose.

3.6 VALIDATION

A. The ATC Contractor shall completely check out, calibrate, and test connected hardware and software to insure that the system performs in accordance with the approved submittals for specifications and sequences of operations.

- B. Witnessed Validation Demonstration: Shall consist of:
 - 1. Display and demonstrate each type of data entry to show site specific customizing capability.
 - 2. Execute digital and analog commands.
 - 3. Demonstrate ATC loop precision and stability via trend logs of inputs and outputs.
 - 4. Demonstrate energy management performance via trend logs and command trace.
 - 5. Demonstrate that each control point, tag, or address is associated with the proper device, such as a room sensor input or an actuator output. This demonstration shall include visual confirmation that the measured values and the output actions match what is indicated in the control system.

3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain Mechanical instrumentation and controls. Refer to Division 01 Section "Demonstration and Training."

3.8 TRAINING

- A. Training shall be by the ATC Subcontractor and shall utilize specified manuals and as-built documentation. Video record each training session, and turn the completed video over to the Owner when training has been completed.
- B. Operator training shall include 10 2 four-two-hour sessions encompassing:
 - 1. Modifying text.
 - 2. Sequence of Operation review.
 - 3. Selection of displays and reports.
 - 4. Use of the specified functions.
 - 5. Setting and adjusting of occupancy schedules.
 - 6. Troubleshooting of sensors.
 - 7. Owner questions/concerns.
- C. Training session shall be conducted at project substantial completion, and the other shall be conducted at the Owner's request and in accordance with the Owner's schedule within a period of 6 months after substantial completion of the project.
- D. At 6 months after substantial completion, unused training hours shall be, at the Owner's discretion, used for future training of new personnel or reimbursed to the Owner at the Subcontractor's current hourly service rate.

3.9 MECHANICAL COMMISSIONING

- A. Refer to Specification Division 01 Section "General Commissioning Requirements" for requirements and responsibilities of the ATC Contractor.
- B. Prior to the commencement of mechanical commissioning, provide validation of the temperature control system as follows:
 - 1. Completely check out, calibrate, and test connected hardware and software to insure that the system performs in accordance with the approved products and sequences of operations submitted.

- 2. Witnessed validation demonstration shall consist of:
 - a. Display and demonstrate each type of data entry to show site specific customizing capability.
 - b. Execute digital and analog commands.
 - e. Demonstrate DDC loop precision and stability via trend logs of inputs and outputs.
 - d. Demonstrate energy management performance via trend logs and command trace.
- C. To facilitate the commissioning process, provide the ability for the Commissioning Agent to, through the graphics screens, modify the outside air temperature analog input signal to the system. The intent is to allow the Commissioning Agent to adjust the outside air temperature so that the systems can be tested during their various modes of operation (for example, dehumidification, humidification, heating, cooling.)
- D. Provide support for the Commissioning Agent as required to facilitate the commissioning process. This shall include a minimum of 2 four hour training sessions on the use of the system's graphics and associated software. The intent is to train the Commissioning Agent so that he can perform simple commands such as adjusting room temperature setpoints for commissioning of reheat coils, fintube radiation, cabinet unit heaters, unit heaters and VAV boxes. This will allow the Commissioning Agent to perform a majority of his work without assistance. For more complicated systems such as building pressure control, control of outdoor air dampers based on CO₂ levels, control of variable frequency drives and air handling unit damper response, provide assistance as required by the Commissioning Agent during the commissioning process.]

PART 4 - SEQUENCE OF OPERATION

4.1 GENERAL

- A. Setpoints shall be adjustable by the building operator through the graphic interface on the operator's workstation desktop PC, and through a portable laptop computer plugged into the system at locations throughout the building.
- B. Provide the ability for the Commissioning Agent and the Testing and Balancing Agent to connect to the system and change setpoints, to temporarily override setpoints, and to override modes of operation, as may be required for their work.

4.2 ALARMS

- A. In addition to alarms specified in the following sequences, provide alarms as follows. Program alarms selected by the Owner to initiate a signal to the Owner's off-site building security company, and to designated agents such as company employees.
 - 1. Room low temperature alarm.
 - 2. Room high temperature alarm.
 - 3. Boiler failure alarm.
 - 4. Freeze stats
 - 5. Pump failure alarm (both pumps in lead lag situations).
 - 6. Computer room air conditioner failure alarm.

4.3 OCCUPIED/UNOCCUPIED MODE

- A. When occupied/unoccupied override buttons on space sensors are pressed, the mode for that space and associated toilet rooms shall change to occupied mode for 2 hours (adjustable). System shall maintain a log of where and when the buttons are pressed during unoccupied times, but shall not log if button is pressed during occupied time.
- B. Operator Station Display: At a minimum, indicate the following on operator workstation display terminal:
 - 1. Identification of room where button was pressed.
 - 2. Identification of systems in override status.
 - 3. Override time remaining.

4.4 FINTUBE RADIATION

A. Spaces served by fintube radiation in conjunction with VRF

The VRF system will control the respective fintube radiation or radiant panel in conjunction with the VRF heating mode. Through the interface of the KRP1C auxiliary heat integration card, provided through Daikin.

- a. In spaces served by multiple VRF cassettes, the integration card will be provided for (1) of the cassettes.
- 2. As the space temperature drops below setpoint (70°F; adjustable), the VRF system will vary the unit heat output as needed to maintain space temperature setpoint.
- 3. If the VRF cannot maintain setpoint and the space temperature drops more than 1°F (adjustable) below the heating setpoint, the VRF controller will energize a relay and open the respective normally open control valve to maintain room temperature. When the call for heat is satisfied, the VRF will de-energize the relay and the normal open valve will close.
- 4. According to the VRF manufacturer's representative, the "Y2-YC" operation will allow the following in the heating mode:
 - a. At 1°F (adjustable) below setpoint, the auxiliary heat will be energized.
- 5. At 1°F (adjustable) above setpoint, the auxiliary heat will be de-energized.
- B. Operator Station Display: At a minimum, indicate the following on operator workstation display terminal:
 - 1. Space temperature setpoint.
 - 2. Space temperature.
 - 3. Occupied/Unoccupied status.
 - 4. Valve on/off command.

4.5

4.5 RE START PHASING AFTER POWER INTERRUPTION

A. Upon a power interruption, a loss of power, or at morning start-up, equipment of electrical power greater than or equal to 1.0 HP is started in a staged manner which allows a time delay of 30 seconds between the start of each device.

4.6 VARIBALE REFRIGERANT FLOW SYSTEMS

A. The BAS shall interface with VRF system using BACNET and shall provide occupied and unoccupied schedules to command the systems off and on. **Refer to Section 238130 for**

coordination with VRF equipment controls. Coordinate with Briggs Equipment Sales to interface with Daikin VRF system and map back points to BMS.

- B. The VRF controller shall operate the indoor and outdoor VRF units to maintain space setpoints.
- C. Where scheduled, the VRF controller shall send a signal to the zone perimeter heating valve when the space temperature drops 3 degrees below space setpoint.
- D. Where the VRF system serves a space served by hydronic fintube radiation, radiant panels, etc., the VRF system will control the hydronic system as auxiliary heat.
- E. At a minimum, indicate the following on operator workstation display terminal:
 - 1. Space setpoint
 - 2. Space temperature
 - 3. Valve command
 - 4. VRF indoor unit mode (cooling/heating)

4.7 ENERGY RECOVERY VENTILATORS:

- A. The unit is scheduled for automatic operation on a time of day basis for Occupied and Unoccupied modes. Occupied mode is determined through an adjustable schedule. The controller will be provided with a remote temperature sensor to be located in the unit discharge air.
- B. During the occupied mode, the ERV outside air and exhaust dampers open and the fans run continuously. During the unoccupied mode, the dampers remain closed and the unit remains off.
- C. The controller will modulate the 23-way normally open heating coil valve to maintain the discharge air setpoint of 70 degrees F. (adjustable). The remote temperature sensor will be located downstream of the **HWHC**HRU.
 - 1. Hot water heating coil control valve shall modulate as necessary to maintain discharge air temperature set point.

D. Safeties:

- 1. A manual reset freezestat downstream of the heating coil (setpoint 35°F, adjustable) closes the outside and exhaust air dampers and shuts down the fans.
- 2. Smoke detectors are furnished under Division 26 Electrical.
- 3. When any duct smoke detector associated with the unit(s) detects smoke, the unit is deenergized, and its dampers and valves go to unoccupied cycle positions.
- 4. The ATC indicates duct smoke detector status.

END OF SECTION 230900

SECTION 238130 - VARIABLE-REFRIGERANT-FLOW AIR CONDITIONING SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Variable capacity, variable refrigerant flow heat pump and air conditioning split systems.

1.2 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Company specializing in manufacturing the Products specified in this Section with minimum 3 years experience.
- B. Installer Qualifications: Company specializing in performing the work of this Section with minimum 3 years experience.
- C. The units shall be listed by Electrical Laboratories (ETL) and bear the ETL label.
- D. Wiring shall be in accordance with the National Electric Code (NEC).
- E. The system shall bear the Energy Star label.
- F. The system shall be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
- G. The outdoor unit will be factory charged with R410A.

1.3 WARRANTY

A. Manufacturer's warranty for a period of 1 year from date of installation. Limited labor warranty for a period of 1 year from date of installation. Compressor warranty: 6 years from date of installation. During the stated period, should any part fail due to defects in material and workmanship, it shall be repaired or replaced at the discretion of the manufacturer.

1.4 INSTALLATION REQUIREMENTS

A. The system must be installed by a factory-trained contractor/dealer.

1.5 DELIVERY, STORAGE AND HANDLING

A. Unit shall be stored and handled according to the manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Manufacturers:
 - 1. Daikin.

- 2. LG.
- 3. Mitsubishi(Trane).
- 4. Fujitsu
- 5. Sanyo.
- 6. Toshiba.
- 7. York, a division of Johnson Controls.

2.2 OPERATING RANGE

A. The operating range in cooling will be $23^{\circ}F$ DB ~ $115^{\circ}F$ DB. The operating range in heating will be -4 degrees F WB – 60 degrees F WB.

2.3 REFRIGERANT PIPING

A. The system shall be capable of refrigerant piping up to 410 equivalent feet, a total combined length of 1000 feet of piping between the condensing and fan coil units with 165 feet maximum vertical difference, without any oil traps or additional equipment. In case where the outdoor unit is located below the indoor unit, the vertical difference is a maximum of 133 feet.

2.4 OUTDOOR UNIT

- A. General: The outdoor unit is designed specifically for use with VRV series components.
 - 1. The outdoor unit shall be factory assembled and pre-wired with necessary electronic and refrigerant controls. The refrigeration circuit of the condensing unit shall consist of a compressor, motors, fans, condenser coil, electronic expansion valve, solenoid valves, 4 way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports, liquid receivers and accumulators.
 - 2. Both liquid and suction lines must be individually insulated between the outdoor and indoor units.
 - 3. The outdoor unit can be wired and piped with outdoor unit access from left, right, rear or
 - 4. The sound pressure dB(A) at rated conditions shall be a value of 58 decibels at 3 feet from the front of the unit. The outdoor unit shall be capable of operating at further reduced noise during night time.
 - 5. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for re-programming.
 - 6. The outdoor unit shall be modular in design and should allow for side-by-side installation with minimum spacing.
 - 7. The following safety devices shall be included on the condensing unit; high pressure switch, control circuit fuses, crankcase heaters, fusible plug, high pressure switch, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers. To ensure the liquid refrigerant does not flash when supplying to the various fan coil units, the circuit shall be provided with a sub-cooling feature. Oil recovery cycle shall be automatic occurring 1 hour after start of operation and then every 6 hours of operation.

B. Unit Cabinet:

1. The outdoor unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed mild steel panels coated with a baked enamel finish.

C. Fan:

- 1. The condensing unit shall consist of one propeller type, direct-drive fan motors that have multiple speed operation via a DC inverter.
- 2. The condensing unit fan motor shall have multiple speed operation of the DC inverter type, and be of high external static pressure and shall be factory set as standard at 0.12 in. WG with available by field setting switch to a maximum 0.24 in. WG pressure.
- 3. The fan shall be a vertical discharge configuration with an air flow of 7,400 cfm.
- 4. The fan motor shall have inherent protection and permanently lubricated bearings and be mounted.
- 5. The fan motor shall be provided with a fan guard to prevent contact with moving parts.

D. Condenser Coil:

- 1. The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
- 2. The coil shall be of a waffle louver fin and high heat exchanger, rifled bore tube design to ensure highly efficient performance.
- 3. The coils shall be complete with corrosion treatment of an acrylic resin type. The thickness of the coating must be between 2.0 to 3.0 microns.

E. Compressor:

- 1. The scroll compressor shall be variable speed (PAM inverter) controlled which is capable of changing the speed to follow the variations in total cooling load as determined by the suction gas pressure as measured in the condensing unit.
- 2. The inverter driven compressor in each condensing unit shall be of highly efficient reluctance DC, hermetically sealed scroll type with a maximum speed of 6,480 rpm.
- 3. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type. At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
- 4. The capacity control range shall be 14 percent to 100 percent, with 29 individual capacity steps. Each non-inverter compressor shall also be of the hermetically sealed scroll type.
- 5. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
- 6. Oil separators shall be standard with the equipment together with an oil balancing circuit.
- 7. The compressor shall be mounted to avoid the transmission of vibration.

F. Electrical:

- 1. The power supply to the outdoor unit shall be 208/230 volts, 1 phase or 3 phase as scheduled, 60 hertz with a voltage range from 187 volts to 253 volts.
- 2. The control voltage between the indoor and outdoor unit shall be 16VDC non-shielded 2 conductor cable.
- 3. The control wiring shall be a two-wire multiplex transmission system, making it possible to connect multiple indoor units to one outdoor unit with one 2-cable wire, thus simplifying the wiring operation.

INDOOR UNIT - UNDER CEILING MOUNTED UNIT

G. General: Indoor unit shall be a ceiling mounted cassette unit, operable with refrigerant R410A, equipped with an electronic expansion valve, for installation onto a wall or ceiling within a conditioned space. Computerized PID control shall be used to maintain room temperature within 1 degree F. The unit shall be equipped with a programmed drying mechanism that

dehumidifies while inhibiting changes in room temperature when used with remote control. A mildew-proof, polystyrene air filter and condensate drain pan shall be included as standard equipment. The indoor units sound pressure shall range from 32 dB(A) to 38 dB(A) at low speed measured at 3.3 feet below and from the unit.

H. Indoor Unit:

- 1. The indoor unit shall be completely factory assembled and tested. Included in the unit is factory wiring, piping, electronic proportional expansion valve, control circuit board, fan motor thermal protector, flare connections, condensate drain pan, self-diagnostics, autorestart function, 3-minute fused time delay, and test run switch. The unit shall have an auto-swing louver which ensures efficient air distribution, which closes automatically when the unit stops. The remote controller shall be able to set five (5) steps of discharge angle. The front grille shall be easily removed for washing. The discharge angle shall automatically set at the same angle as the previous operation upon restart. The drain pipe can be fitted to from either left or right sides.
- 2. Indoor unit and refrigerant pipes will be charged with dehydrated air prior to shipment from the factory.
- 3. Both refrigerant lines shall be insulated from the outdoor unit.
- 4. Return air shall be through a resin net mold resistant filter.
- 5. The indoor units shall be equipped with a condensate pan.
- 6. The indoor units shall be equipped with a return air thermistor.
- 7. The indoor unit will be separately powered with 208~230V/1-phase/60Hz.
- 8. The voltage range will be 253 volts maximum and 187 volts minimum.

I. Unit Cabinet:

- 1. The cabinet shall be affixed to a factory supplied ceiling hanging brackets and located in the conditioned space.
- 2. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.

J. Fan:

- 1. The fan shall be a direct-drive cross-flow fan, statically and dynamically balanced impeller with high and low fan speeds available.
- 2. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz
- 3. The air flow rate shall be available in high and low settings.
- 4. The fan motor shall be thermally protected.

K. Coil:

- 1. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
- 2. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design to ensure highly efficient performance.
- 3. The coil shall be a 2 row cross fin copper evaporator coil with 15 fpi design completely factory tested.
- 4. The refrigerant connections shall be flare connections and the condensate will be 1 inch outside diameter PVC.
- 5. A thermistor will be located on the liquid and gas line.
- 6. A condensate pan shall be located in the unit.

L. Electrical:

1. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz. The acceptable voltage range shall be 187 to 253 volts.

M. Control:

- 1. The unit shall have controls provided to perform input functions necessary to operate the system.
- 2. The unit shall be compatible with interfacing with connection to LonWorks networks or interfacing with connection to BMS system. Consult with manufacturer prior to applying controls.
- 3. Accessories Available:
- 4. Remote "in-room" sensor kit.
- 5. A condensate pump.
- 6. Provide I-touch controller with BACnet interface to provide local control of VRF system and integration with BMS. Location of I-touch control panel shall be coordinated with owner and engineer.

PART 3 - INSTALLATION

3.1 INSTALLATION

- A. System shall be installed in accordance with manufacturer's guidelines.
- B. Installing Contractor shall attend and successfully complete the Daikin VRV installation factory training class. Contractor shall submit certificate of completion as part of project submittal documents.
- C. Installing Contractor shall install units to comply with building codes.
- D. Daikin VRV systems shall be installed is such a way as to permit access for routine maintenance.

3.2 COMMISSIONING

- A. Upon completion of installation the Contractor shall provide revised piping layout reflecting actual installation conditions to Daikin VRV technician.
- B. The system shall then be reviewed by a Daikin factory VRV technician. Contractor shall provide a verified and submitted report to Daikin factory service department, and to the Owner's agent verifying the system has met the requirements for proper installation, and function.
- C. Engage a Daikin factory certified VRV technician to train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 238130