## PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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END OF SECTION 00 01 15
Bids for: UMF – Landscape - Playground Early Childhood Education Center

Shall be submitted electronically to cppmquestions@maine.edu
With the following Email Subject Line:
UMF – Landscape - Playground Early Childhood Education Center

Bids will be received until 2:00pm on Thursday June 2nd, 2022 at which time Bids will be opened and read aloud via Zoom.

Bid opening attendance is available via PC, Mac, Linux, iOS or Android:
https://maine.zoom.us/j/85215548170?pwd=R0lhUTRRVWRrNkxtZWhjWk83NnkxZz09
Password: 085249
Or via telephone US: 1 646 876 9923
Meeting ID: 852 1554 8170
Password: 085249

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 walk the property at 274 Front Street independently as well as walk the existing Sweatt-Winter Child Care & Early Education Center at 240 Main Street (outside of the fence only) of the existing center. While not to disturb a functioning childcare center.

Project Summary: The project includes installation of natural playground features for an early childhood center. Features include fencing and gates, play equipment, shed, asphalt and stone dust paths, wood structures (arboretum, stage, and platforms), landscaping, log & boulder edging, playground safety surfacing, sand areas, water hand pump. Project requires relocation of shed and play equipment from existing facility. Work shall include site preparation and associated grading.

The electronic documents (.pdf) may be examined and downloaded at the following site:
https://www.umf.maine.edu/facilities/home/advertisements-facilities-management/

Any questions related to the plans and specifications must be submitted prior to 2:00 pm on Thursday May 26th, 2022, via email to Project Manager Lachelle Lackey at cppmquestions@maine.edu.

In complying with the letter and spirit of applicable laws and pursuing its own goal of diversity, the University of Maine System shall 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 veterans' status in employment, education, and all other areas of the University 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 MAINE AT FARMINGTON
Laurie A. Gardner, Chief Business Officer, for
University of Maine System Board of Trustees

END OF SECTION 00 11 13
SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall not relieve any bidder from any obligation in respect to the bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interests of the University of Maine System.

2. Subject to the University System’s right, reserved herein, to accept or reject any or all bids, the General Contractor will be selected on the basis of the sum of the lowest base bid, plus such of the alternates as the University System desires to use.

3. The University System is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The Contractor shall quote less these taxes. Upon application, exemption certificates will be furnished when required.

4. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.

5. No contract may be assigned, sublet or transferred without the written consent of the University of Maine System.

6. All individuals not residents of this State must comply with the provisions of 14 MRSA §704-A.

7. The successful bidder, or bidders, will be required to furnish 100% Contract Bonds to cover the execution of the contract, in accordance with the AIA Document A101 - 2017 Exhibit A and Article 11 of the AIA Document A201 – 2017 General Conditions of the Contract for Construction.

8. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility, at the discretion of the University System.

9. The base bid shall be based on the materials, methods, equipment and products, as specified.

10. Bidders shall submit the bid on the Bid Form provided in the Specifications, Section 00 41 13.

11. Any materials, methods, equipment and products not herein specified, but worthy of consideration by any General or Subcontractor, may be introduced by a separate letter attached to the regular bid. The Bidder shall state the cost comparison with the specified materials, methods, equipment and products, and the reason for the suggested substitution. It shall be understood by all bidders that the attached letter proposing substitutions shall not be used to determine the low bidder and that all bids are based on specified products.

12. Telegraphic or facsimile proposals will not be considered, but modification of proposals already submitted will be considered if received prior to the hour set for receipt of proposals. If the telegram or facsimile discloses the amount of the proposal, the proposal will be declared invalid. The bidder bears full responsibility to assure that the correction is delivered to the proper location and within the time required.

13. Where a bidder wishes a product to be considered an “approved equal” for bidding purposes, the product, along with all supporting documentation, shall be submitted to the architect for review a minimum of 10 calendar days prior to the bid opening date or the file bid due date, if file bids are required on the project. Products which are determined to be an “approved equal” for bidding purposes shall be listed in an addendum issued so as to be received by bidders no less than 72 hours prior to the bid date or the file bid due date if file bids are required.

14. Where the Bid Form requires the tabulation of subcontractors other than “File Bidders,” the Bidder shall list the name of the firm the bidder intends to use in the event the bidder receives the contract award.

15. Bidders may appeal the award decision by submitting a written protest to the University of Maine System UMF – Landscape - Playground Early Childhood Education Center 00 21 13 – 1 Instructions to Bidders
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
BIDDER: ________________________________

Physical/Street Address ___________________________________________________

City, State ZIP _________________________________________________________

University of Maine at Farmington
Office of Facilities Management
Keenan Farwell, Director

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for UMF – LANDSCAPE - PLAYGROUND EARLY CHILDHOOD EDUCATION CENTER, as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the construction and completion of this contract for the sum of ________________________________ Dollars ($______________________).

Allowance No. 1, (INSERT): $___________ to be included as part of the Base Bid Amount Listed Above

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

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

ADDENDUM #________ DATED ____________ ADDENDUM #________ DATED ____________
ADDENDUM #________ DATED ____________ ADDENDUM #________ DATED ____________

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

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

The undersigned agrees, if awarded the Contract, to complete the work on or before June 23, 2023. The undersigned also agrees, if awarded the Contract, that no more than 80% of the contract amount will be sublet to other contractors.

Signed (by individual authorized to sign contract) ________________________________

By (printed name & title) __________________________________ Phone ______________

PO Box (if applicable) ___________________________________________ Email ______________________

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

END OF SECTION 00 41 13
BID SECURITY FORM

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

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY OF
MAINE SYSTEM, BY AND THROUGH THE UNIVERSITY OF MAINE AT FARMINGTON, a certain
proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
UMF – LANDSCAPE-PLAYGROUND EARLY CHILDHOOD EDUCATION CENTER.

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

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

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

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

PRINCIPAL:
________________________________________
By: ______________________________ L.S.

SURETY:
________________________________________
SURETY ADDRESS:
________________________________________
By: ______________________________ L.S.

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 43 13
DATE

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

RE: NOTICE OF AWARD – LANDSCAPE – PLAYGROUND EARLY CHILDHOOD EDUCATION CENTER, UNIVERSITY OF MAINE AT FARMINGTON

Dear [Contractor]:

You are hereby notified that the University of Maine System, by and through the University of Maine at Farmington, accepts your Bid of $??,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 Jennifer Sinclair, Capital Contracts Administrator, Capital Planning and Project Management, 5765 Service Building, Orono, ME 04469. Once it is completely signed, a copy of the contract will be returned for your use.

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

The day-to-day administrative and technical details of this project will be handled by the Architect, Robin Tannenbaum, of CHA Architecture. All correspondence relative to the day-to-day administration of the project should be directed to Robin Tannenbaum at r.tannenbaum@chacompanies.com or (207)699-4475.

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,

Laurie Gardner
Chief Business Officer

Enclosures

END OF SECTION 00 51 00
SAMPLE
UNIVERSITY OF MAINE SYSTEM
Construction Contract Agreement

THIS AGREEMENT is made and entered into the ______ day of ______________, 20____, by and between the Contractor, _________________________________, and the University of Maine System acting by and through the University of Maine at Farmington, 246 Main Street, Farmington, Maine 04938, hereinafter called the Owner.

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

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Contract Documents entitled UMF – LANDSCAPE-PLAYGROUND EARLY CHILDHOOD EDUCATION CENTER, prepared by CHA Architecture, acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

The date of the commencement of work shall be the date of this Agreement and shall be substantially completed on or before June 23, 2023, subject to adjustments as provided in the Contract Documents.

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

ARTICLE 3: THE CONTRACT SUM

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

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

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<th>Alternate (2)</th>
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<th>Alternate (3)</th>
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<td>Item</td>
<td></td>
<td>Price</td>
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<td>Item</td>
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Final payment shall be made after completion and acceptance of the work as provided in the Contract Documents.

ARTICLE 4: THE CONTRACT DOCUMENTS

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

.1 This agreement.

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


.5 The Drawings as listed in the Project Manual.

ARTICLE 5: OWNER’S REPRESENTATIVES

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

The Owner’s Project Manager on this project will be Lachelle Lackey.

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

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

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

By: ________________________________
Laurie A. Gardner
Chief Business Officer
University of Maine at Farmington

END OF SECTION 00 52 13
PERFORMANCE BOND FORM

________________
Bond No.

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

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract entered into on the (4) _____________ day of _________________, A.D., 20___ for the construction of (5) ____________________________, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

Signed and sealed this (4) _____________ day of _________________, 20__.

WITNESSES: SIGNATURES:  
_________________________  ___________________________  LS
_________________________  ___________________________  LS
_________________________  ___________________________  LS

Bonding Company Agent:

Company: ____________________________
Street: ____________________________
City, State, Zip: ____________________________
Telephone: ____________________________

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

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

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 61 13.13

UMF - Landscape - Playground
Early Childhood Education Center  00 61 13.13 – 1  Performance Bond Form
KNOW ALL BY THESE PRESENTS THAT (1) ______________ and State of _______________, as PRINCIPAL,
and (3) ____________________________________________, a corporation duly organized under the laws of the State of _______________, and having a usual place of business in ______________________, as SURETY, are held
and firmly bound unto the University of Maine System in the sum of ______________________ Dollars
($ ____________________), for the use and benefit of claimants* as herein below defined, for the
payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors
and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal shall promptly satisfy all claims and demands
incurred for all labor and materials used or required by the Principal in connection with the work contemplated
in the Contract entered into on the (4) _______ day of ________________, A.D., 20______ for the
construction of (5) ____________________________________________________________,
and shall fully reimburse the obligee for all outlay and expense which said obligee may incur in making good
any default of said principal, then this obligation shall be null and void; otherwise, it shall remain in full force
and effect.

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

Signed and sealed this (6) ___________ day of ________________, 20______.

WITNESSES: SIGNATURES: LS
________________________________________  ___________________________ LS
________________________________________  ___________________________ LS
________________________________________  ___________________________ LS

Bonding Company Agent:

Company: ____________________________________________________________
Street: ________________________________________________________________
City, State, Zip: _______________________________________________________
Telephone: ________________________________

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

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

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 61 13.16
## AIA Document G715™ – 2017

**Supplemental Attachment** for ACORD Certificate of Insurance 25

<table>
<thead>
<tr>
<th>PROJECT: (name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>CERTIFICATE INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Samples</td>
<td>Contract For:</td>
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<td>Date:</td>
<td>Insured:</td>
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<tr>
<th>OWNER: (name and address)</th>
<th>ARCHITECT: (name and address)</th>
<th>CONTRACTOR: (name and address)</th>
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<tr>
<td>University of Maine System by and through</td>
<td>Early Childhood Education Center</td>
<td></td>
</tr>
<tr>
<td>University of Maine at Farmington</td>
<td>224 Main Street Farmington, ME 04938</td>
<td></td>
</tr>
</tbody>
</table>

### A. General Liability

1. Does this policy include coverage for:
   a. Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?
   b. Personal injury and advertising injury?
   c. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?
   d. Bodily injury or property damage arising out of completed operations?
   e. The Contractor’s indemnity obligations included in the Contract Documents?

2. Does this policy contain an exclusion or restriction of coverage for:
   a. Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?
   b. Claims for property damage to the Contractor’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?
   c. Claims for bodily injury other than to employees of the insured?
   d. Claims for the Contractor’s indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?
   e. Claims for loss excluded under a prior work endorsement or other similar exclusionary language?
   f. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?
   g. Claims related to residential, multi-family, or other habitational projects?
   h. Claims related to roofing?
   i. Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?
   j. Claims related to earth subsistence or movement?
   k. Claims related to explosion, collapse, and underground hazards?

### B. Other Insurance Coverage

1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.
   a. Professional liability insurance
   Coverage limits:
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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<tbody>
<tr>
<td>b</td>
<td>Pollution liability insurance</td>
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<td>Coverage limits:</td>
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<td>c</td>
<td>Insurance for maritime liability risks associated with the operation of a vessel</td>
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<td>Coverage limits:</td>
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<tr>
<td>d</td>
<td>Insurance for the use or operation of manned or unmanned aircraft</td>
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<td></td>
<td>Coverage limits:</td>
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<tr>
<td>e</td>
<td>Property insurance</td>
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<td>Coverage limits:</td>
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<td>f</td>
<td>Railroad protective liability insurance</td>
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<td>Coverage limits:</td>
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<td>g</td>
<td>Asbestos abatement liability insurance</td>
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<td>Coverage limits:</td>
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<tr>
<td>h</td>
<td>Insurance for physical damage to property while it is in storage and in transit to the construction site</td>
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<td>Coverage limits:</td>
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<td>i</td>
<td>Other:</td>
</tr>
</tbody>
</table>

**Authorized Representative**

**Date of Issue**
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

| INSURER A: | INSURER B: | INSURER C: | INSURER D: | INSURER E: |

COVERAGES

<table>
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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
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<td>CLAIMS MADE</td>
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<td>EACH OCCURRENCE</td>
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<td></td>
<td>FIRE DAMAGE (Any one fire)</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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

Project:

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

UMF - Landscape - Playground
Early Childhood Education Center

ACORD 25-S (7/97)
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 COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

      (2) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

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

      (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

      (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";

      (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions
This insurance does not apply to:

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

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract". Provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability
"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids 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".
Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:
   (a) Less than 26 feet long; and
   (b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
m. Pollution
"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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

o. War
"Personal and advertising injury", however caused, arising, directly or indirectly, out of:
(1) War, including undeclared or civil war;
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS
1. Insuring Agreement
a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
   (1) On premises you own or rent;
   (2) On ways next to premises you own or rent; or
   (3) Because of your operations; provided that:
      (1) The accident takes place in the "coverage territory" and during the policy period;
      (2) The expenses are incurred and reported to us within one year of the date of the accident; and
      (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
   (1) First aid administered at the time of an accident;
   (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
   (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions
We will not pay expenses for "bodily injury":
   a. Any Insured
      To any insured, except "volunteer workers".
   b. Hired Person
      To a person hired to do work for or on behalf of any insured or a tenant of any insured.
   c. Injury On Normally Occupied Premises
      To a person injured on that part of premises you own or rent that the person normally occupies.
   d. Workers Compensation And Similar Laws
      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
   e. Athletics Activities
      To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
   f. Products-Completed Operations Hazard
      Included within the "products-completed operations hazard".
   g. Coverage A Exclusions
      Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B
1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

   (1) Agrees in writing to:

      (a) Cooperate with us in the investigation, settlement or defense of the "suit";

      (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

      (c) Notify any other insurer whose coverage is available to the indemnitee; and

      (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

   (2) Provides us with written authorization to:

      (a) Obtain records and other information related to the "suit"; and

      (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as your managers.
d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

   (2) "Property damage" to property:

      (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

   (1) With respect to liability arising out of the maintenance or use of that property; and

   (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

   No person or organization has a right under this Coverage Part:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(2) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. Representations
By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

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

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

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

SECTION V – DEFINITIONS
1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

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

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

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

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

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrolable 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, roads, roadsides, 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";
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
   d. Vehicles not described in (a) or (b) above.

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

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos".
(1) Equipment designed primarily for:
   (a) Snow removal;
   (b) Road maintenance, but not construction or resurfacing; or
   (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization's goods, products or services;
   e. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
   f. The use of another’s advertising idea in your "advertisement";
   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.
   b. Does not include "bodily injury" or "property damage" arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
      (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.
Policies Number: COMMERClAL 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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

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

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

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

END OF SECTION 00 62 16.12
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

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

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

END OF SECTION 00 62 16.13
DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

<table>
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<th>Designated Location(s):</th>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

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

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

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

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

END OF SECTION 00 62 16.14
### Continuation Sheet

AIA Document G703®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)</th>
<th>THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D + E + F)</th>
<th>% (G ÷ C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
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GRAND TOTAL $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 0.00% $0.00 $0.00
**Application and Certificate for Payment**

**TO OWNER:** University of Maine System  
by and through  
University of Maine at Farmington  
224 Main Street  
Farmington, ME 04938

**FROM**  
CONTRACTOR:  
University of Maine at Farmington  
224 Main Street  
Farmington, ME 04938

**VIA**  
ARCHITECT:

**PROJECT:**  

**APPLICATION NO:**  

**PERIOD TO:**  

**CONTRACT FOR:**  

**CONTRACT DATE:**  

**PROJECT NOS:** / /

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

---

**CONTRACTOR’S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

1. **ORIGINAL CONTRACT SUM** .................................................................

2. **NET CHANGE BY CHANGE ORDERS** .......................................................... 0.00

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

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

5. **RETAILAGE:**
   a. 0 % of Completed Work  
      (Column D + E on G703) ................................................................. 0.00
   b. 0 % of Stored Material  
      (Column F on G703) ................................................................. 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) ............ 0.00

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

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

8. **CURRENT PAYMENT DUE** ........................................................................ 0.00

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

---

**CHANGE ORDER SUMMARY**

<table>
<thead>
<tr>
<th>CHANGE ORDER</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
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<td>0.00</td>
</tr>
<tr>
<td>Total approved this Month</td>
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</tr>
<tr>
<td>TOTALS</td>
<td>0.00</td>
<td>0.00</td>
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</table>

**ARCHITECT’S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** ................................................................. 0.00

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

**ARCHITECT:**  
By: __________________ Date: __________________

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

VENDOR: __________________________________________

Vendor Name

________________________________________________________

Vendor Address

________________________________________________________

Vendor City, State Zip

I hereby certify under penalties of perjury, that:

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

This project is titled: UMF – LANDSCAPE - PLAYGROUND
EARLY CHILDHOOD EDUCATION CENTER
Project Title

The project is located at: UNIVERSITY OF MAINE AT FARMINGTON
Campus Name or Town

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

Signed: __________________________________________

Authorized Signature

Name &Title: __________________________________________

Firm Name: __________________________________________

Firm Address: __________________________________________

Firm City, State Zip __________________________________________

END OF SECTION 00 62 76.13
Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: (Name and address) 
Samples

ARCHITECT'S PROJECT NUMBER: 

OWNER: ☐

TO OWNER: (Name and address) 
University of Maine System
by and through
University of Maine at Farmington
222 Main Street
Farmington, ME 04938

CONTRACT FOR: 

ARCHITECT: ☐

SURETY: ☐

CONTRACT DATED: 

OTHER: ☐

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

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

, OWNER,

as set forth in said Surety's bond.

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

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

### SCHEDULE

<table>
<thead>
<tr>
<th>Qty</th>
<th>Material/Equipment</th>
<th>Item in AIA G703</th>
<th>Unit Wholesale Price</th>
<th>Extended Wholesale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Item No</td>
<td>Unit Price</td>
<td></td>
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</tbody>
</table>

Surety By: ___________________________ Attorney-in-Fact

Power of Attorney Must be Attached

Date: ___________________________.

### BILL OF SALE

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

1. Contractor has good title to the Materials, free and clear of all liens and encumbrances, and title is granted to the Owner;

2. The Materials will be used only in the construction of the above referenced project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Owner;

3. The Materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss;
4. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of Materials granted to the Owner.

5. The Contractor will remain responsible for the Materials, which will remain under its custody and control for all losses, and will fully indemnify the Owner for the cost of the Materials should the Materials be lost or damaged or stolen, regardless of exclusions in insurance policies required under this document. The contractor has insured the Materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Owner;

6. The Contractor agrees that the quantities of Materials set forth in the Schedule of Values Form represents the maximum quantities for which it may be entitled to payment under the provisions of the contract;

7. The following information is included with this form:

(1) An Application for Payment;
(2) An invoice or copy of an invoice for Materials stored;
(3) Evidence of payment, or when payment has not been made, a letter on the Contractor’s letterhead authorizing payment to be made jointly to the Contractor and the Supplier;
(4) Photographs showing the stored Materials and its location;
(5) a fire and theft insurance policy rider for the stored Materials.
(6) a warehouseman’s receipt acknowledging that the Materials being stored at the warehouse are being held for the benefit of the Contractor or/University.

Witness: ____________________________________________
By: ________________________________ (SEAL)
Principal/Contractor-Individual

Witness: ______________________________
______________________________ (SEAL)
Principal/Contractor-Individual

______________________________ (SEAL)
______________________________ (SEAL)
______________________________ (SEAL)

Attest: ____________________________________________
By: ________________________________
Principal/Contractor-Corporation

______________________________
Secretary

______________________________
President

END OF SECTION 00 62 79
Request for Information ("RFI")

TO: 
FROM: 

PROJECT: Samples 
ISSUE DATE: 
RFI No. 

PROJECT NUMBERS: / 
REQUESTED REPLY DATE: 
COPIES TO: 

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

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

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

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

BY DATE COPIES TO 

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

**PROJECT:** (name and address)  
 Samples

**OWNER:** (name and address)  
 University of Maine System  
 by and through  
 University of Maine at Farmington  
 224 Main Street  
 Farmington, ME 04938

**ARCHITECT:** (name and address)  

**CONTRACT INFORMATION:**  
 Contract For:  
 Date:

**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.*

---

**ISSUED BY THE ARCHITECT:**

**ARCHITECT** (Firm name)

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**
Construction Change Directive

PROJECT: (name and address)
Samples

OWNER: (name and address)
University of Maine System
by and through
University of Maine at Farmington
229 Main Street
Farmington, ME 04938

CONTRACT INFORMATION:
Contract For:
Date:

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

CCD INFORMATION:
Directive Number:
Date:

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

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

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

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

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

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

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

PROJECT: (name and address)
Samples

OWNER: (name and address)
University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

ARCHITECT: (name and address)

CONTRACT INFORMATION:
Contract For: Architect’s Project Number:
Date: Proposal Request Number:

CONTRACTOR: (name and address)
Proposal Request Date:

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
# Change Order

**PROJECT:** (Name and address)  
Samples

**CONTRACT INFORMATION:**  
Contract For:  
Date: 

**CHANGE ORDER INFORMATION:**  
Change Order Number:  
Date: 

**OWNER:** (Name and address)  
University of Maine System  
by and through  
University of Maine at Farmington  
224 Main Street  
Farmington, ME 04938

**ARCHITECT:** (Name and address)

**CONTRACTOR:** (Name and address)

---

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td>$0.00</td>
</tr>
<tr>
<td>The net change by previously authorized Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>The Contract Sum prior to this Change Order was</td>
<td>$0.00</td>
</tr>
<tr>
<td>The Contract Sum will be increased by this Change Order in the amount of</td>
<td>$0.00</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be</td>
<td>$0.00</td>
</tr>
<tr>
<td>The Contract Time will be increased by Zero (0) days.</td>
<td></td>
</tr>
<tr>
<td>The new date of Substantial Completion will be</td>
<td></td>
</tr>
</tbody>
</table>

**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)  
SIGNATURE  
PRINTED NAME AND TITLE  
DATE

**CONTRACTOR** (Firm name)  
SIGNATURE  
PRINTED NAME AND TITLE  
DATE

**OWNER** (Firm name)  
SIGNATURE  
PRINTED NAME AND TITLE  
DATE
Certificate of Substantial Completion

PROJECT: (name and address)
Samples

OWNER: (name and address)
University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

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

(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT (Firm Name) SIGNATURE PRINTED NAME AND TITLE DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

WORK TO BE COMPLETED OR CORRECTED

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

(Identify the list of Work to be completed or corrected.)

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

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

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

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

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

CONTRACTOR (Firm Name) SIGNATURE PRINTED NAME AND TITLE DATE

OWNER (Firm Name) SIGNATURE PRINTED NAME AND TITLE DATE

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User Notes:
UMF - Landscape-Playground
Early Childhood Education Center

00 65 16 - 1
G704 - Certificate of Substantial Completion

(3B9ADA43)
DATE: _______________________

PROJECT NAME: UMF – Landscape - Playground Early Childhood Education Center

SUBSTANTIAL COMPLETION DATE: ________________________________

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

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

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

CONTRACTOR:

By: ________________________________ Date: ________________________________
Name: ________________________________

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

ARCHITECT:

By: ________________________________ Date: ________________________________
Name: ________________________________

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

OWNER:

By: ________________________________ Date: ________________________________

Laurie Gardner
Chief Business Officer

END OF SECTION 00 65 19
Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
Samples
TO OWNER: (Name and address)
University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

ARCHITECT'S PROJECT NUMBER:

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

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
Indicate Attachment ☐ Yes ☐ No

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

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

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
Contractor's Affidavit of Release of Liens

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

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

CONTRACTOR: (Name and address)

BY: ____________________________
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
DATE: __________________________

State of Maine
County of ________________________

TO: University of Maine System
    by and through
    University of Maine at Farmington
    246 Main Street
    Farmington, ME 04938

SUBJECT:

Project Name: UMF – LANDSCAPE - PLAYGROUND
              EARLY CHILDHOOD EDUCATION CENTER

Project Location: UNIVERSITY OF MAINE AT FARMINGTON

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

Signed: ____________________________________________

Title: ______________________________________________

Firm Name: _________________________________________

NOTARY

Subscribed and sworn to before me this _______ day of ________________, 20______.

______________________________
Signature Notary Public

END OF SECTION 00 65 19.17
DATE: ________________________________

State of Maine
County of ________________________________

SUBJECT:

Project Name: UMF – LANDSCAPE - PLAYGROUND
EARLY CHILDHOOD EDUCATION CENTER

Project Location: UNIVERSITY OF MAIN At FARMINGTON

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

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

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

Major sub-subcontractors and suppliers whose contract or purchase order meets or exceeds $5,000 working for said Subcontractor for the period stated above:
The undersigned represents that he is authorized by all corporate or other action necessary to execute and deliver this release.

Signed: __________________________________________

Title: ____________________________________________

Firm Name: ________________________________________

______________________________
Signature Notary Public

END OF SECTION 00 65 19.17
Consent Of Surety to Final Payment

PROJECT: (Name and address)
Samples

ARCHITECT’S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONTRACT FOR:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: (Name and address)
University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

CONTRACT DATED:

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

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

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

as set forth in said Surety's bond.

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

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):
AIA Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)
University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

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

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

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

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

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

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

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

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.
§ 1.7 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document G201-2013 Project Digital Data Protocol Form and E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

ARTICLE 2   OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner’s authorized representative.

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

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

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor’s request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

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

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

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

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

§ 2.4 Owner’s Right to Stop the Work
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner
to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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

ARTICLE 3 CONTRACTOR
§ 3.1 General
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor’s authorized representative.

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

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

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.17, 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.
§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

By making requests for substitutions, the Contractor

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

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

§ 3.4.4 If a wage scale prepared by the State of Maine Department of Labor, Bureau of Labor Standards, is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor employed on the project.
The provisions of Title 26 MRSA Chapter 15 Preference to Maine Workers and Contractors, apply to this project, including but not limited to:

§ 1310. Wage and benefits rates to be kept posted
A clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed 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.

§ 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.

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

3. The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth by the Maine Human Rights Commission, found on their website (https://www1.maine.gov/mhrc/guidance/mhra_guarantees.htm), to be provided by the contracting department or agency, advising the said labor union or workers’ representative of the contractor’s commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

4. The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

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

§ 3.6 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 and proceed as provided in Article 15.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.15.3 Waste Management. The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor will submit a construction waste management plan for the project that identifies opportunities to reduce, reuse, or recycle waste from renovations or new construction.
§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents.
The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner’s payment to the Architect.

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

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect’s responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS
§ 5.1 Definitions
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

1. The Contractor shall provide Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers’ compensation purposes. The list shall be presented at the preconstruction meeting and, when changes occur, at each requisition meeting as necessary.

2. Where the use of the Maine Bid Depository is required by the Procurement Requirements, Subcontractors included in the Contractor’s Proposal shall be the Subcontractors for the defined Work unless a change has been approved by the Owner.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsive in submitting names as required.
§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

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

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

§ 5.4.2 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.

§ 5.4.3 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.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts
§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

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

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

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

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

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

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

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

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

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

§ 7.1.4 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.
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:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,
4. Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.

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

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

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

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

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

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

ARTICLE 8  TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

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

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may 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 nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
.1 defective Work, i.e., Work that does not conform to the requirements of the Contract, shall include, but not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.
§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

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

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

§ 10.3.2 Upon receipt of the Contractor’s notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.5 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 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.

§ 10.3.6 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.
§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, 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 Owner of any contractual obligation to provide any required coverage.

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

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

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

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

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

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner’s option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner’s property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner’s property, due to fire or other hazards however caused, with the exception of intentional acts or grossly negligent consultants, contractors or sub-contractors.

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 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.
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.

§ 12.2.3 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.

§ 12.3 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.

§ 12.4 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.

§ 12.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.
§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

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

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

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

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

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

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.
§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

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

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

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

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

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

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

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand

Certificates for Payment in accordance with the decision of the Initial Decision Maker. The “American Institute of Architects,” “AIA,” the AIA Logo, “A201,” and “AIA Contract Documents” are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:21:03 ET on 06/17/2021 under Order No.2908190133 which expires on 07/02/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes: (1298805103)
mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties.
or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

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

§ 15.4.2 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.

§ 15.4.3 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.

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.
SECTION 00 73 00.11

SAMPLE
SCHEDULE OF LIQUIDATED DAMAGES

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

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Per Diem Amount of Liquidated Damages</th>
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<td>$4,000,000</td>
<td>and more</td>
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</tbody>
</table>

END OF SECTION 00 73 00.11
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.

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.
§ 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.2.3.2.1, 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:

| Causes of Loss                                                                 | Sub-Limit
|-------------------------------------------------------------------------------|-------|
| Earthquake, Flood, Windstorm                                                 | $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.

| Coverage                                                                 | Sub-Limit
|-------------------------------------------------------------------------------|-------|
| Earthquake, Flood, Windstorm                                                 | $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.

§ 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:

| Specific Required Coverages                                                                 | Sub-Limit
|--------------------------------------------------------------------------------------------|-------|
| Earthquake, Flood, Windstorm                                                                 | $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.

§ 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

User Notes:
§ 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-risk" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,
§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

<table>
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<tr>
<th>Coverage</th>
<th>Limits</th>
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ARTICLE A.3 CONTRACTOR’S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereaf ter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.1.1 Certificates of Insurance filed with the University of Maine System shall indicate the Certificate Holder as:

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

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04. All required insurance shall be provided by companies that have a current A.M. Best insurance rating of A- or better and that are licensed or approved to do business in the State of Maine.
§ A.3.2 Contractor’s Required Insurance Coverage

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

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

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

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor’s indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor’s Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor’s Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
§ A.3.2.5 Workers’ Compensation at statutory limits.

§ A.3.2.6 Employers’ Liability with policy limits not less than five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) each employee, and five hundred thousand dollars ($500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers’ Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks. Policy limits for such coverage shall not be less than five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) each employee, and five hundred thousand dollars ($500,000) policy limit. Contractor is required to provide proof of such coverage, if applicable to the Work, by submitting a copy of the endorsement or by submitting the USLH form WC 00 01 06 A (current edition).

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) in the aggregate. 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:

(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.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. Insurance. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any
deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor’s obligation to provide property insurance differs from the Owner’s obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows, and the Contractor shall furnish a Performance Bond and a Payment Bond covering the faithful performance of the Contract and payment of obligations arising thereof. Bonds may be obtained through the Contractor’s usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. Should the Contract Sum change during the contract and warranty periods, the amount of the Bonds will be changed to reflect the Contract Sum.

.1 The Contractor shall deliver the required bonds to the Owner at the same time as the signed Contract Agreement is delivered to the Owner. Prior to the commencement of the Work, the Contractor shall submit satisfactory evidence that such bonds will be furnished.

(Specify type and penal sum of bonds.)

.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

.3 The Contract Bonds shall continue in effect for one year after final acceptance of each contract to protect the Owner’s interest in connection with the one year guarantee of workmanship and materials.
and to assure settlement of claims, for the payment of all bills for labor, materials, and equipment by the Contractor.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

N/A
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 Franklin County
(other than 1 or 2 family homes)

<table>
<thead>
<tr>
<th>Occupational Title</th>
<th>Minimum Wage</th>
<th>Minimum Benefit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brickmasons And Blockmasons</td>
<td>$35.00</td>
<td>$0.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Carpenter</td>
<td>$26.40</td>
<td>$12.38</td>
<td>$38.78</td>
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<tr>
<td>Carpet Installers</td>
<td>$30.50</td>
<td>$7.12</td>
<td>$37.62</td>
</tr>
<tr>
<td>Cement Masons And Concrete Finisher</td>
<td>$22.13</td>
<td>$5.18</td>
<td>$27.31</td>
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<tr>
<td>Construction And Maintenance Painters</td>
<td>$34.61</td>
<td>$2.65</td>
<td>$37.26</td>
</tr>
<tr>
<td>Construction Laborer</td>
<td>$20.00</td>
<td>$2.15</td>
<td>$22.15</td>
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<tr>
<td>Control And Valve Installers And Repairers - Except Mechanical Door</td>
<td>$26.00</td>
<td>$5.49</td>
<td>$31.49</td>
</tr>
<tr>
<td>Crane And Tower Operators</td>
<td>$26.38</td>
<td>$5.98</td>
<td>$32.36</td>
</tr>
<tr>
<td>Drywall And Ceiling Tile Installers</td>
<td>$26.89</td>
<td>$2.40</td>
<td>$29.29</td>
</tr>
<tr>
<td>Earth Drillers - Except Oil And Gas</td>
<td>$23.25</td>
<td>$5.53</td>
<td>$28.78</td>
</tr>
<tr>
<td>Electricians</td>
<td>$30.00</td>
<td>$9.26</td>
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<tr>
<td>Elevator Installers And Repairers</td>
<td>$56.69</td>
<td>$42.31</td>
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<tr>
<td>Excavating And Loading Machine And Dragline Operators</td>
<td>$25.25</td>
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<tr>
<td>Fence Erectors</td>
<td>$23.00</td>
<td>$5.72</td>
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<tr>
<td>Floor Layers - Except Carpet/Wood/Hard Ties</td>
<td>$32.75</td>
<td>$5.19</td>
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<tr>
<td>Glaziers</td>
<td>$20.00</td>
<td>$2.23</td>
<td>$22.23</td>
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<tr>
<td>Hazardous Materials Removal Workers</td>
<td>$21.00</td>
<td>$3.13</td>
<td>$24.13</td>
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<tr>
<td>Heating And Air Conditioning And Refrigeration Mechanics And Installers</td>
<td>$28.93</td>
<td>$4.25</td>
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<tr>
<td>Heavy And Tractor - Trailer Truck Drivers</td>
<td>$31.00</td>
<td>$4.98</td>
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<td>Industrial Machinery Mechanics</td>
<td>$26.00</td>
<td>$5.82</td>
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<td>Industrial Truck And Tractor Operators</td>
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<td>Insulation Workers - Floor Ceiling And Wall</td>
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<td>$3.18</td>
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<td>Ironworker - Ornamental</td>
<td>$25.00</td>
<td>$3.82</td>
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<tr>
<td>Light Truck Or Delivery Services Drivers</td>
<td>$20.00</td>
<td>$2.30</td>
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<tr>
<td>Mobile Heavy Equipment Mechanics - Except Engines</td>
<td>$28.00</td>
<td>$4.37</td>
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<tr>
<td>Operating Engineers And Other Equipment Operators</td>
<td>$25.00</td>
<td>$2.15</td>
<td>$27.15</td>
</tr>
<tr>
<td>Paving Surfacing And Tamping Equipment Operators</td>
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<td>$0.00</td>
<td>$33.12</td>
</tr>
<tr>
<td>Pipelayers</td>
<td>$28.00</td>
<td>$7.20</td>
<td>$35.20</td>
</tr>
<tr>
<td>Plumbers Pipe Fitters And Steamfitters</td>
<td>$27.00</td>
<td>$4.65</td>
<td>$31.65</td>
</tr>
<tr>
<td>Reinforcing Iron And Rebar Workers</td>
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<tr>
<td>Roofers</td>
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<tr>
<td>Sheet Metal Workers</td>
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<tr>
<td>Sider</td>
<td>$18.00</td>
<td>$2.44</td>
<td>$20.44</td>
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<tr>
<td>Structural Iron And Steel Workers</td>
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<td>$4.97</td>
<td>$30.22</td>
</tr>
<tr>
<td>Tapers</td>
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<td>$28.16</td>
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<td>Telecommunications Equipment Installers And Repairers - Except Line Installers</td>
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<tr>
<td>Tile And Marble Setters</td>
<td>$25.50</td>
<td>$5.30</td>
<td>$30.80</td>
</tr>
</tbody>
</table>

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 rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

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
SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. The project includes installation of natural playground features for an early childhood center. Features include fencing and gates, play equipment, shed, asphalt and stone dust paths, wood structures (arbor, stage, platforms), landscaping, log & boulder edging, playground safety surfacing, sand areas, water hand pump. Project requires relocation of shed and play equipment from existing facility. Work shall include site preparation and associated grading.

PART 2 to 3 – Not Used

END OF SECTION 01 11 00
PART 1 GENERAL

1.01 PROJECT CONDITIONS

A. Tobacco Free Campus Policy: On January 1, 2011 the University System adopted a tobacco free campus policy. As of January 1, 2012 compliance with the tobacco free campus policy became mandatory. This paragraph serves as notification to Contractor of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:

1. First offense – notify Contractor to remind employee and/or subcontractor of policy.
2. Second offense – contractor/subcontractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free campus policy is located at: http://umaine.edu/tobaccofree/

B. Sexual Harassment will not be tolerated on the campuses of the University of Maine System.

C. Weapons and Ammunition are not permitted on the campuses of the University of Maine System.

D. Contractor will be required to provide a site-specific Safety Plan for the project.

E. Contractor 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 to 3 – Not Used

END OF SECTION 01 14 00
SECTION 01 21 00
ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Include the cost of allowances in the contract bid price.

B. Types of allowances include the following:
   1. Quantity allowances.

C. Related Requirements:
   1. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.2 DEFINITIONS

A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
   1. Include installation costs in purchase amount only where indicated as part of the allowance.
   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
   3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
   4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance #1: Quantity Allowance: Unsuitable Soils. Refer to Section 312316 “Excavation” for allowance for unsuitable soils to be included as part of the civil filed sub-bid.

B. Allowance #2: Quantity Allowance: Open Rock Removal. Refer to Section 312316.26 “Rock Removal” for allowance for open rock removal to be included as part of the civil filed sub-bid.

C. Allowance #3: Quantity Allowance: Trench Rock Removal. Refer to Section 312316.26 “Rock Removal” for allowance for trench rock removal to be included as part of the civil filed sub-bid.

D. Allowance #4: Quantity Allowance: Granular Borrow. Refer to section 312323 “Fill” for allowance for granular borrow to be included as part of the civil filed sub-bid

END OF SECTION 01 21 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions"

1.3 PROPOSAL REQUESTS

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

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   e. Use CSI Form 13.6D, “Proposal Worksheet Summary,” and Form 13.6C, Proposal Worksheet Detail.” (included at the end of this section for reference)

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable bonds, insurance, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.


1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.5 CHANGE ORDER PROCEDURES


1.6 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. The forms for application for payment, duly notarized, shall be the current authorized edition of the AIA Document G702, Application for Payment, supported by a current authorized edition of AIA G703, Continuation Sheet. Samples of these, and other required AIA documents, are provided in the Contract Documents under Division 00 for informational purposes only.

1.03 DEFINITIONS

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

1.04 SCHEDULE OF VALUES

A. Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.
   c. Contractor’s Construction Schedule.

2. Submit the Schedule of Values to Architect prior to the pre-construction meeting.

B. Format and Content: Use the specification table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
   a. Project name and location.
   b. Name of Architect.
   c. Contractor’s name and address.
   d. Date of submittal.

2. Submit draft of AIA G702 Application for Payment form and AIA G703 Continuation Sheet (Schedule of Values) form.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers).
   g. Dollar value.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Specification table of contents. Provide several line items for principal subcontract amounts, where appropriate.
a. For each line item, provide a sublist breakdown as follows:
   1) Material.
   2) Labor.

5. Documentation: Submit proper documentation for the amounts being requisitioned from subcontractors and material suppliers with each Application for Payment. Three (3) copies of an Application for Payment or a Payment Requisition are required for all subcontracted work. Three (3) copies of the invoice is required for each major supplier.

6. Stored Materials: If Contractor is requesting payment for stored materials as part of the Application for Payment, Contractor must complete Column F in the G703 Continuation Sheet (Schedule of Values) to record the stored materials amounts against line items that pertain to those stored materials. Stored materials are materials or equipment purchased or fabricated and stored, but not yet installed or incorporated into the Work.
   a. Complete and provide three (3) copies of 00 62 79 Stored Materials form with all required documentation. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
   b. Only major long lead delivery items may be considered for off-site storage (example: long lead custom mechanical unit). Standard order and production materials and products shall be delivered to the site before including in Application for Payment of such items.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when approved Change Orders or Construction Change Directives result in a change in the Contract Sum.

10. Retainage: The required five percent (5%) retainage held per Application for Payment submission shall be accounted for on the G703 on a per line item basis. Each line item with a value in Column G “Total Completed and Stored To Date” shall have a corresponding five percent retainage value entered in Column I.
   a. Final Release of Retainage: The final release of retainage shall be entered as a separate line item on the G703 as “Final Release of Retainage” with the full amount of the five percent retainage entered as a negative number in Column I. The final release of retainage request is submitted as a separate application.

1.05 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: G702 Application for Payment shall be submitted to Architect and Owner not less than seven (7) days before monthly progress meeting. The period covered by each Application for Payment is one (1) month, ending on the last day of the month.

C. Payment Application Forms: The Contractor is required under the Contract Documents to use official original AIA documents. Samples of the required documents are provided in Division 00 of the Specifications.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor’s Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of approved Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal:

1. Submit three (3) signed and notarized originals of:
   a. AIA G702 Application & Certificate for Payment.
   b. AIA G703 Continuation Sheet.
   c. AIA G706 Contractor’s Affidavit of Payment of Debts & Claims.
   d. AIA G706A Contractor’s Affidavit of Release of Liens.
   e. 00 65 19.17 Waiver of Lien.
2. Transmit each Application for Payment with a transmittal form listing attachments and recording appropriate information about submission.

F. Waivers of Mechanic’s Lien: With each Application for Payment, submit three (3) copies of waivers of mechanic’s lien from subcontractors, sub-subcontractors, major suppliers, and every entity who is lawfully entitled to file a mechanic’s lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit 00 65 19.17 Waiver of Lien forms, executed in a manner acceptable to Owner.

G. Certified Payrolls: Wages paid to all workers performing work on the Project shall be in accordance with the Section 00 73 64 Wage Determination Schedule for the Project. Contractor shall submit one (1) copy of each weekly certified payroll for Contractor and all subcontractors, sub-subcontractors, sub-sub-subcontractors, etc. performing work on the Project during the time covered by the Application for Payment. The certified payroll shall be completed in accordance with Section 3.4.4 of the A201 General Conditions and contain the following information:

1. Contractor name.
2. Contractor address.
3. Period number.
4. Week ending date.
5. Employee(s)’s name.
6. Employee(s)’s job title.
7. Employee hourly wage:
   a. Straight time rate.
   b. Overtime rate.
8. Hours worked per day (broken down by straight time and overtime hours).
9. Hours worked per week (broken down by straight time and overtime hours).
10. Total earned for the week:
    a. Straight time.
    b. Overtime.
11. Benefits that form a part of the wage rate.
12. The signature and name of the authorized payroll person.

H. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor’s Construction Schedule.
5. List of Contractor’s staff assignments.
7. Copies of building permits and other required permits.
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:

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.
10. Final lien waivers.
11. All training and equipment testing is complete.

PART 2 to 3 – Not Used

END OF SECTION 01 29 00
PART 1 - GENERAL

1.1 SUMMARY

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

1. General coordination procedures.
2. Coordination drawings.
3. Digital project management procedures.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

B. Days: Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays.

C. Work Day: Any day from Monday through Friday.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Within 15 days of starting construction operations, prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical. Coordinate location of pipes, conduits, ducts and similar items in confined areas to assure proper fit and access. Contractor is responsible for handling interferences created by the work of subcontractors (example, sprinkler pipe interfering with installation of duct work; duct work interfering with installation of light fixtures, overhead construction interfering with installation of finish ceilings at proper height).
5. Coordinate the work to provide smoke and fire seals for component interfaces and penetrations of smoke walls and fire rated construction.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUPERVISORY AND ADMINISTRATIVE PERSONNEL

A. Superintendent: Provide a qualified fulltime superintendent who is on site whenever work is being performed.

B. Other Staff: Provide other qualified supervisory and administrative personnel as required for proper performance of the work.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings for areas indicated, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Provide Coordination Drawings for Auditorium and Stage. Intent is to provide coordination with locations of all building structure, walls, utilities, stage and audio equipment, and Architectural elements.

2. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
   b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
   c. Indicate functional and spatial relationships of components of architectural, structural, mechanical, and electrical systems.
   d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.

f. Indicate required installation sequences.

g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.

2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Acoustical Ceilings and Panels: Show the following:
   a. Locations of each ceiling and acoustical panel types.

4. Stage Curtains, Rigging, and Mounted Equipment: Show the following:
   a. Locations of stage curtains, rigging and support components, and equipment mounted to walls or ceiling.

5. Fire-Protection System: Show the following:
   a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

6. Mechanical and Plumbing Work: Show the following:
   a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
   b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
   c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:
   a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
   b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
   c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
   d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's
responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

9. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submital Procedures."

1.7 REQUESTS FOR INTERPRETATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. No work should proceed where there is an unresolved conflict in the contract documents. If there are conflicting details or requirements the Contractor must resolve them with the Design Team before proceeding with the work.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Architect's response for each RFI will be returned as soon as possible.
1. The following Contractor-generated RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case
   Architect's time for response will date from time of receipt of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract
   Sum may be eligible for Contractor to submit Change Proposal according to
   Section 012600 "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the
      Contract Sum, notify Architect in writing within 10 days of receipt of the RFI
      response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
   Submit log weekly. Software log with not less than the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were returned without action or withdrawn.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response
   to affected parties. Review response and notify Architect within seven days if Contractor
   disagrees with response.
   1. Identification of related Minor Change in the Work, Construction Change Directive, and
      Proposal Request, as appropriate.
   2. Identification of related Field Order, Work Change Directive, and Proposal Request, as
      appropriate.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Web-Based Project Software: Provide, administer, and use web-based Project software site for
   purposes of hosting and managing Project communication and documentation until Final
   Completion.
   1. Web-based Project software site includes, at a minimum, the following features:
      a. Compilation of Project data, including Contractor, subcontractors, Architect,
         Architect's consultants, Owner, and other entities involved in Project. Include names
         of individuals and contact information.
b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
c. Document workflow planning, allowing customization of workflow between project entities.
d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to the following:

1) RFIs,
2) Action/Information/Closeout submittals,
   a) Including deficiency/correction punch list
   b) Operations and Maintenance manuals.
   c) Electronic record and photographs of physical samples and color selection charts
3) Mock-ups: electronic record and photographs of mock-up, and when specified, field test results of mock-up.
4) Minor Changes in the Work,
5) Construction Change Directives, and
6) Change Orders.
e. Track status of each Project communication in real time, and log time and date when responses are provided.
   1) The tracking systems must be customizable to accommodate durations, turn around times, and dates specified in the bidding documents
f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
g. Processing and tracking of payment applications.
h. Processing and tracking of contract modifications.
i. Creating and distributing meeting minutes.
j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
k. Management of construction progress photographs.
l. Mobile device compatibility, including smartphones and tablets.
m. Additional features supported:
   1) Location to store and upload Field reports and meeting minutes
      a) Function to edit, provide comments or remarks, or upload revisions of documents.
2. Provide up to seven web-based Project software user licenses for use of Owner, Owner's Commissioning Authority, Architect, and Architect's consultants. Provide eight hours of web-based software training for Project software users.
3. Users of the service require an e-mail address, internet access, and PDF review software with the ability to mark-up/redline, apply electronic stamps, and flatten/secure PDFs.
   a. PDF functionality requirements may be waived if the Project Management software has those features.
4. At completion of Project, provide digital archive in format that is readable by common
desktop software applications in format acceptable to Architect. Provide data in locked
format to prevent further changes.

5. Paper document or electronically mailed (e-mail) transmittals will not be reviewed when
Project Management Software is part of the project delivery.

6. Provide one of the following web-based Project software packages under their current
published licensing agreements:
   a. Autodesk; Buzzsaw or Constructware.
   b. Corecon Technologies, Inc.
   c. Meridian Systems; Prolog.
   d. Newforma, Inc.
   e. Procore Technologies, Inc.
   g. Submittal Exchange.
   h. EADOC LLC
   i. Onware Inc.

1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise
indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is
required, of date and time of each meeting. Notify Owner and Architect of scheduled
meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and
agreements achieved. Distribute the meeting minutes to everyone concerned, including
Owner and Architect, within three work days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting
construction, at a time convenient to Owner and Architect, but no later than 15 days after
execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority,
Architect, and their consultants; Contractor and its superintendent; major subcontractors;
suppliers; and other concerned parties shall attend the conference. Participants at the
conference shall be familiar with Project and authorized to conclude matters relating to the
Work.

3. Agenda: Discuss items of significance that could affect progress, including the following:

   a. Responsibilities and personnel assignments.
   b. Tentative construction schedule.
   c. Phasing.
   d. Critical work sequencing and long-lead items.
   e. Designation of key personnel and their duties.
   f. Lines of communications.
   g. Use of web-based Project software.
h. Procedures for processing field decisions and Change Orders.
i. Procedures for RFIs.
j. Procedures for testing and inspecting.
k. Procedures for processing Applications for Payment.
l. Distribution of the Contract Documents.
m. Submittal procedures.
n. Preparation of record documents.
o. Use of the premises and existing building.
p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Procedures for moisture and mold control.
u. Procedures for disruptions and shutdowns.
v. Construction waste management and recycling.
w. Parking availability.
x. Office, work, and storage areas.
y. Equipment deliveries and priorities.
z. First aid.
bb. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
   a. Preparation of record documents.
   b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
   c. Submittal of written warranties.
   d. Requirements for preparing operations and maintenance data.
   e. Requirements for delivery of material samples, attic stock, and spare parts.
   f. Requirements for demonstration and training.
   g. Preparation of Contractor's punch list.
   h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
   i. Submittal procedures.
   j. Coordination of separate contracts.
   k. Owner's partial occupancy requirements.
   l. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

      1) Review schedule for next period.

   b. Application for Payment: Contractor shall bring copy of Application for Payment to meeting. Review Application for Payment and required attachments, including record drawing and documents status, waivers of mechanic's liens, list of completed tests, checklists, commissioning, reports, and similar requirements for the work are submitted and in compliance with the Contract Documents.

   c. Review present and future needs of each entity present, including the following:

      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Progress cleaning.
     10) Quality and work standards.
     11) Status of correction of deficient items.
     12) Field observations.
     13) Status of RFIs.
     14) Status of proposal requests.
     15) Pending changes.
     16) Status of Change Orders.
     17) Pending claims and disputes.
     18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

   b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

   c. Review present and future needs of each contractor present, including the following:

      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Work hours.
     10) Hazards and risks.
     11) Progress cleaning.
     12) Quality and work standards.
     13) Change Orders.

3. Conduct coordination meetings with the mechanical, plumbing, sprinkler and electrical trades. Before the trades start work in an area of the building, make field measurements, review structural clearances and locations of ducts, pipes, conduits, light fixtures, equipment and other items that affect location and proper fit. Prepare coordination sketches to maximize utilization of space for efficient installation of different components. Verify depths and clearances before fabrication of ductwork.

4. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

C. Event: The starting or ending point of an activity.

D. Float: The measure of leeway in starting and completing an activity.

E. Days: Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays

F. Work Day: Any day from Monday through Friday.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Startup construction schedule.
C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Daily Construction Reports: Submit at weekly intervals.

F. Material Location Reports: Submit at monthly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

1.4 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Discuss constraints, including phasing, work stages, area separations and milestones.
2. Review delivery dates for Owner-furnished products.
3. Review submittal requirements and procedures.
4. Review time required for review of submittals and resubmittals.
5. Review requirements for tests and inspections by independent testing and inspecting agencies.
6. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
7. Review and finalize list of construction activities to be included in schedule.
8. Review procedures for updating schedule.

1.5 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
3. Allow for time in the construction schedule for materials to dry before they are enclosed to prevent the growth of mold and bacteria

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Commissioning Time: Include no fewer than 15 days for commissioning.
6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
3. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use of premises restrictions.
   g. Seasonal variations.
   h. Environmental control.
4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.
m. Commissioning.

5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.
b. Temporary enclosure and space conditioning.
c. Permanent space enclosure.
d. Completion of mechanical installation.
e. Completion of electrical installation.
f. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

1. Temporary enclosure and space conditioning.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

F. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

G. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.
1.7 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.9 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events (see special reports).
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.
B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.10 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one work day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within one work day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00
SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Material Submittal List: A document prepared by the Architect, and attached to the end of this section, that lists the anticipated submittals required for this project. This is a checklist for use by the Architect but may also be used by the Contractor as a guide to help with the submittal process.

D. Days: Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays.
E. Work Day: Any day from Monday through Friday.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Submittals shall be scheduled in an orderly fashion that spreads the submissions out over a period of time to permit Architect adequate opportunity to schedule personnel for timely reviews. Where submittals are not required to be submitted concurrently, or do not require coordination with other submittals, Contractor shall review, stamp, and submit as submittals are received. Contractor shall not receive submittals, hold them, and then release them to the Architect all at once.

3. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

4. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

5. Format: Arrange the following information in a tabular format:

   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal category: Action; informational.
   d. Name of subcontractor.
   e. Identify each item with a description of the Work covered.
   f. Scheduled date for Architect's final release or approval.
   g. Scheduled date of fabrication.
   h. Scheduled dates for purchasing.
   i. Scheduled dates for installation.
   j. Activity or event number.

B. Arrange to have all submittals processed to the Architect within 90 days. Submittals received after this time frame and not identified and agreed to by the Architect on the submittal schedule will not be subject to the 28 day submittal review period.

C. No submittals shall be reviewed until the entire submittal schedule has been submitted to the Architect.
1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
   a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., ABCD-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., ABCD-061000.01.A).
8. Category and type of submittal.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. The only exception to this is the color charts which will be sent as hard copies in the mail. No photo copies or PDF copies of color charts will be acceptable.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

B. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals, if requested.

2. Contractors requesting files shall sign the “Electronic Files Request Form and Waiver” and submit agreement included at the end of this section.

C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

5. Every Product must be submitted within the Section Name and heading to match the Section in which it is written. No mixing of Sections or submitting under different Section Titles.

D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 20 work days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 20 work days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 5 additional work days for initial review of each submittal.

   a. Sitework submittals.
   b. Commercial equipment submittals.
   c. Structural submittals.
   d. Mechanical submittals.
   e. Electrical submittals.
f. Data & Communications Systems submittals.

5. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

6. Submittals with color selection: The Contractor shall deliver to Architect a list of submittals for the interior color package and a list for the exterior color package. The Contractor shall deliver all items for exterior color selection at one time. The Architect needs to coordinate the colors of all exterior items and the Contractor shall allow 4 weeks for return of exterior color selections. The Contractor shall deliver all items for interior color selection at the same time. The Architect needs to coordinate the colors of all interior items and the Contractor shall allow 6 weeks for return of interior color selections.

E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable. Mark with dark colored pen that permits photocopying.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Manufacturer's Safety and Data Sheets (MSDS).
   h. Notation of coordination requirements.
   i. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
   a. PDF electronic file.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in the following format:
   a. PDF electronic file.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

   1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

   2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

F. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.


G. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

1. The Contractor shall review submittals for completeness and compliance with the Contract Documents. If submittal contains substitutions, Contractor shall process substitutions in accordance with Section 012500 “Substitution Procedures,” and not part of specified Shop Drawings or Product Data submittals. Contractor is responsible for keeping Subcontractors on time with the submittal schedule. Submittals that are rejected twice due to incompleteness or failure to incorporate prior submittal comments from the Design Team will be reviewed thereafter at the expense of the Contractor. Compensation will be through credits back to the Owner in the amount of the Architect’s services. The Architect will track hours separately related to this compensable submittal review and credits will be managed through Pay Requisitions.

a. Owner will compensate Architect for such additional services.

b. Owner will deduct the amount of such compensation from Payment Requisitions.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

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

1. Stamp or statement shall include the following: "The Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.”
1.9 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, provide a cover sheet with marks to indicate corrections or modifications required, and return it. Architect will provide a cover sheet with each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Reviewed: Final Unrestricted Release. Work may proceed, provided it complies with the Contract Documents.
2. Furnish as Corrected: Final But Conditional Release. Work may proceed, provided it complies with the notations and corrections on submittals and with Contract Documents. Architect's comments shall be considered a part of the original submittal. Should Contractor disagree with any such comments, so notify the Architect within ten (10) work days after receipt of such transmittal and before commencing work on the items in question. Failing this, Contractor shall be deemed to have agreed to such comments by the Architect and to have accepted full responsibility for implementing them at no additional cost to the Owner.
3. Revise and Resubmit: Returned for Resubmittal. Do not proceed with the work at the site or allow submittal at site. Fabrication in shop or factory may proceed on items not affected by the Architect's comments only. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking. Revise and Resubmit
5. Rejected: Where submittal is returned for other reasons, with Architect's explanation included.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may be returned by the Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00
Date: [Date]

To/Company: 

Project: 
RE: Transfer and use of electronic 3D model file

[Contractors Representative]:

At your request CHA Architecture will provide electronic files for your convenience and use in performing your work relating to the above referenced project, subject to the following terms and conditions:

1. Our electronic files are compatible with the specific software and hardware in use at CHA Architecture's office. CHA Architecture makes no representation as to the compatibility of these files with your software or your hardware.

2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic data agrees that it will perform acceptance tests upon receipt, after which the receiving party shall be deemed to have accepted the data. CHA Architecture makes no representations to the Recipient or others as to the long-term usability or readability of electronic media or of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creating party.

3. The electronic files contain a 3D model prepared in the current version of Revit. The model is not and does not represent or imply construction documents. As a model, it is subject to change as the project proceeds. The construction requirements of the project will not be determined until the final construction documents are issued as 2D electronic files or paper copies. Any use of the 3D model for construction purposes is at the sole risk of the user and in violation of this agreement.

4. Since the electronic 3D model is intended for the sole purpose of CHA Architecture developing its ongoing work, use of the model in determining estimating quantities or conditions shall be at the sole risk of the estimator.

5. Data contained on these electronic files are part of our instruments of service and shall not be used by [Contractor] or anyone else receiving these data through or from [Contractor] for any purpose other than as a convenience in your performing preconstruction services. Any other use or reuse by [Contractor] or by others will be at [Contractor] sole risk and without liability or legal exposure to CHA Architecture. [Contractor] agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against CHA Architecture, its officers, directors, employees, agents or subcontractors that may arise out of or in connection with [Contractor] use of the electronic files.

6. In the event that [Contractor] ’s or its subcontractors, or anyone for whom [Contractor] is legally liable makes or permits to be made any changes to the 3D model without obtaining our written consent, [Contractor] shall assume full responsibility for the results of such changes. Therefore, [Contractor] agrees to waive any claim against CHA Architecture and to release CHA Architecture from any liability arising directly or indirectly from such changes.
7. Furthermore, 

[Contractor] shall, to the fullest extent permitted by law, indemnify and hold CHA Architecture harmless against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising out of or resulting from [Contractor]’s use of these electronic files.

8. Under no circumstances shall delivery of the electronic files for use by [Contractor] be deemed a sale by CHA Architecture.

Accepted by:

[Contractors Representative]  

Date:
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to demonstrate the standard; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 DELEGATED-DESIGN SERVICES

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

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

B. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

E. Reports: Prepare and submit certified written reports and documents as specified.

F. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.
1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award or Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

L. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services
as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.
PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00
SECTION 01 42 00
REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

J. Substantial Completion: Refer to Section 3-A Standard General Conditions.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

4. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
5. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
8. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
2. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. DOE - State of Maine Department of Education.
2. MDEP - State of Maine Department of Environmental Protection.
3. MDOT - State of Maine Department of Transportation

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
   1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
   2. Section 312319 "Dewatering" for disposal of ground water at Project site.

C. Work Not Included In This Section:
   1. Refer to Filed Sub-Bid sections for temporary heating and protection requirement for masonry and sitework concrete that will be part of the filed sub-bid scope of work.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

E. Heating Fuel: Fuel required for temporary heating will be the responsibility of the Contractor, except as indicated for Filed Sub-Bid work.

F. Telephone Service: Pay installation, service and use charges for telephone usage, by Contractor, at Project site.

G. Internet Service: Pay installation, service and use charges for internet usage, by Contractor, at Project site.
1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

   1. Locations of dust-control partitions at each phase of work.
   2. HVAC system isolation schematic drawing.
   3. Location of proposed air-filtration system discharge.
   5. Other dust-control measures.

F. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements to protect install concrete and masonry.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Frost Protection: Protect footings and slabs from freezing temperatures and prevent frost from occurring beneath footings and slabs. Frozen water found on soil or concrete surface shall be reason for rejection of protection method. Provide corrective measures within 24 hours after
notice of condition is given. Evidence of frost at these locations shall be reason for rejection, removal, and replacement at no additional cost to the Owner.

C. Use of new heating or cooling systems, during the construction period, will not be allowed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

B. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry."

C. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

D. Polyethylene Sheet: Reinforced, fire-resistant sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

F. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
3. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
4. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Clerk of Work Field Office: Provide an insulated, weathertight, air-conditioned field office for use by Owner’s Representative and the Clerk of Works. Provide single unit of at least 8’ x 16’.
1. **Duration:**
   a. Within 2 weeks of notice of award of contract until Substantial Completion.

2. **Furnish and equip each separate office as follows:**
   a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.
   b. Provide office with internet access.

3. **Provide a heater with thermostat capable of maintaining a uniform indoor temperature of 68 deg F. Provide an air-conditioning unit capable of maintaining an indoor temperature of 72 deg F.**

4. **Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot intervals, 1 per wall in each room.**

D. **Storage and Fabrication Sheds:** Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. Store combustible materials apart from building.

2.3 **EQUIPMENT**

A. **Fire Extinguishers:** Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. **HVAC Equipment:** Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control. Heaters shall be located outside the building and combustion gases shall be vented outside the building. Maintain observation of units in operation.
   1. Use of gasoline-burning space heaters, interior open-flame heaters, or salamander-type heating units is prohibited.
   2. **Heating Units:** Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

C. **Air-Filtration Units:** Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

**PART 3 - EXECUTION**

3.1 **TEMPORARY FACILITIES, GENERAL**

A. **Conservation:** Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL
A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
   1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION
A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
E. Temporary Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
   1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
      a. Refer to Divisions 02 through 48 for additional temporary heat, ventilation, and humidity requirements for products in those Sections.”
   2. Provide temporary heat to protect all concrete and masonry work during installation as well as other trades needing specific heat requirements to perform and protect their work. See individual specification sections for detailed information.
   3. All concrete slabs on grade, footings and foundations not below the frost line shall be protected from freezing either by heating or protecting with insulation until substantial completion.
F. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
2. It shall be the General Contractor's responsibility to provide dehumidifiers or humidifiers required to perform the installation of wood floors.
3. All spaces shall be mechanically ventilated to protect occupants from application and installation of odor causing materials. The area where odor-causing material is being used shall be isolated from the new and existing ventilation system.
4. Negative pressure shall be maintained within the construction areas inside the existing building to prevent the spread of dust and odors. Route ductwork from the negative-air fans to the exterior of the building, filtering the air in the duct prior to being discharged, by means of a standard furnace air filter. The negative air pressure system shall be activated prior to the commencement of work each day, and remain operating until one-half hour after the stop of work for each day.
5. No work creating fumes shall be done in occupied areas of existing building while it is occupied by the Owner. Ventilation shall be maintained for a period of 24 hours or until release of fumes has subsided, whichever is longer.
6. The permanent ventilation system shall be fully operational and run full time for a minimum of 2 weeks before date established for Substantial Completion. Cost of operation shall be included as part of the work.

H. Electric Power Service: Refer to Division 26 for requirements.

I. Lighting: Refer to Division 26 for requirements.

J. Telephone Service: Provide temporary cellular telephone service with voice mail throughout construction period.

K. Internet Service: Provide high-speed internet service to Clerk-of-the-Works field office.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
B. Temporary Roads and Parking Areas: Construct and maintain temporary roads and parking areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and parking areas within construction limits indicated on Drawings.

1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches.
2. Provide gravel paving course of subbase material not less than 3 inches thick; roller compacted to a level, smooth, dense surface.
3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Temporary Elevator Use: Use of elevators is not permitted.

I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Section 315713 "Slope Protection and Erosion Control"

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary heating system, or permanent HVAC system if allowed by Owner, to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
   a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
   b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
   c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 01 50 00
SECTION 01 56 39
TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work under this Section shall include all labor, materials, services, equipment and accessories necessary to provide protection of existing trees, shrubs and transplanted trees in accordance with the specifications and applicable drawings.

B. Related work:
   1. Section 31 00 00, Site Earthwork.

1.2 METHODOLOGY

A. The limit of disturbance around existing trees or shrubs shall be limited to five (5) feet from the trunk of the tree(s) or shrub being protected. All reasonable precautions shall be taken to protect the root zone within the drip line of the tree(s) being protected. Erecting protective fencing around the tree a minimum of five (5) feet from the new planting pit shall protect trees that have been transplanted. Provide protective fencing for shrubs at the limit of planting bed or individual shrub. Fence shall be secured in place by metal or wood post.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Acceptable fence materials include, four (4) foot high chain link or wood snow fence secured to sturdy metal or wood post driven securely into the ground, spaced at intervals to provide support to maintain the fence in an erect position with no snags.

PART 3 - EXECUTION

3.1 PROTECTION

A. Install protective fence around trees and shrubs that have been identified on plans and by project Landscape Architect.

B. Where branching of trees extends beyond the limits of the fence, all efforts shall be made to limit the use of heavy equipment within the drip line that may cause damage to branches.

C. Protection fencing shall be maintained by the Contractor for duration of project.
3.2 EXCAVATION

A. Excavation within the root zone of the existing trees shall be executed in such a manner as to limit drainage to roots as well as canopy branching. Excavation within the root zone, eighteen (18) inches from back of proposed curbing shall be completed by hand, carefully removing soil from roots. Cut exposed roots cleanly, back to the curb line. Prior to installing gravel fill and or curbing, moisten soil and exposed root zone.

B. Fill within the dripline shall be limited to three (3) inches of loam. Finish grade shall direct runoff away from trunks of existing trees. Cutting of areas adjacent to existing trees shall limit the extent of root disturbance to the minimum extent possible. Where necessary, perform excavation by hand, cleanly cutting exposed roots back to soil cut.

C. The use of heavy equipment and or storage of construction materials shall be prohibited from within the dripline of trees with exception of the entry drive construction.

END OF SECTION 01 56 39
SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; and special warranties.

B. Related Requirements:

1. Section 012100 "Allowances" for products selected under an allowance.
2. Section 012300 "Alternates" for products selected under an alternate.
3. Section 012500 "Substitution Procedures" for requests for substitutions.
4. Section 014200 "References" for applicable industry standards for products specified.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating equal products of additional manufacturers named in the specification.

D. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a substitution request, if applicable.
1.3 ACTION SUBMITTALS

A. General Contractor to submit certification that no asbestos containing materials have been used in the construction of this project, in conformance to AHERA (Asbestos Hazard Emergency Response Act).

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
   a. Name of product and manufacturer.
   b. Model and serial number.
   c. Capacity.
   d. Speed.
   e. Ratings.
3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

C. Products with asbestos: Asbestos containing materials are not to be purchased or installed in this project. Comply with AHERA (Asbestos Hazard Emergency Response Act) and provide certification that no asbestos containing materials have been used in the construction of this project.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

D. During the construction process, meet or exceed the following minimum requirements to prevent the growth of mold and bacteria:

1. Keep building materials dry. Wood, porous insulation, paper, fabric, and similar absorptive materials shall be kept dry to prevent the growth of mold and bacteria. Cover these materials to prevent rain damage, and if resting on the ground, use spacers to allow air to circulate between the ground and the materials.
2. Replace water-damaged materials, or dry within 24 hours, due to the possibility of mold and bacterial growth. Materials that are damp or wet for more than 24 hours shall be discarded if evidence of mold occurs.
3. Immediately remove materials showing signs of mold and mildew, including materials with exposed moisture stains, from the site and properly dispose of them. Replace moldy materials with new, undamaged materials.
4. Require that moisture sensitive materials be delivered dry and protected from the elements.
5. Allow for time in the construction schedule for materials to dry before they are enclosed.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   
   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved substitute" or approved," comply with provisions in "Product Substitutions" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
   
   1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Substitutions will not be considered.
      a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"
   2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Substitutions will not be considered.
a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed product.

   a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

   a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed product.

   a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

   a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in Division 01 Section "Substitution Procedures" for consideration of an unnamed product or manufacturer.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Certified Surveys: Submit two copies signed by land surveyor.

D. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.
1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.
PART 3 - EXECUTION

3.1 EXAMINATION

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

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Anchors and Fasteners: provide anchors and fasteners and required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Mounting Heights: where mounting heights are not indicated, mount components at heights directed by Consultant.
   2. Allow for building movement, including thermal expansion and contraction and acoustic isolation between construction systems (AIC and AIJ).
   3. Coordinate installation of anchorages. Furnishes setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
   4. Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless otherwise indicated.
   5. Prevent electrolytic action between dissimilar metal and materials.
   6. Space anchors within their load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
   7. Keep expose fastenings to a minimum, space evenly and install neatly.
   8. Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.
   9. Use non-corrosive, hot-dipped galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in the affected specification section.

I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

J. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
K. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as
practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.
C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
      a. Clean interior spaces prior to the start of finish painting, and continue cleaning on an as-needed basis until painting is finished.
      b. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3. Remove materials and debris that create tripping hazards.

D. For general construction, each trade shall pick up the debris and rubbish, generated by that trade, and dispose of in dumpsters furnished by the General Contractor.

E. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

F. Concealed Spaces: Remove dirt, debris and garbage from concealed spaces, including stud cavities before enclosing the space.

G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

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

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Protect resilient flooring against marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.

1. Cover products installed on floor surfaces with undyed, untreated building paper until inspection for Substantial Completion.
2. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

D. Protect roofing materials against cuts, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period.

1. Do not move heavy and sharp objects directly over roof surfaces. Place plywood or hardboard panels over roofing and under objects while they are being moved. Slide or roll objects over panels without moving panels.

E. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification. Replace or repair damaged labels to Architect’s satisfaction or replace component if label cannot be repaired or replaced.

END OF SECTION 01 73 00
PART 1 - GENERAL

1.1 SUMMARY

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

1. Substantial Completion.
2. Architect’s Review.
3. Final Completion.
4. Warranties.
5. Final cleaning.

B. Related Requirements:

1. Section 012900 “Payment Procedures” for Application for Payment and Final Completion.
2. Section 013100 “Project Management and Coordination” for Project Closeout Meeting.
3. Section 017300 "Execution" for progress cleaning of Project site.
4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual
requirements.
5. Section 017839 "Project Record Documents" for submitting record Drawings, record
Specifications, and record Product Data.
6. Section 017900 “Demonstration and Training” for requirements for instructing Owner’s
personnel.
7. Division 02 through 33 Sections for specific closeout and special cleaning requirements.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor’s List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. As required per Division 01 through 33 Section.

1.4 SCHEDULE

A. Contractor shall include on Project Schedule start and completion dates for Substantial
Completion, Architect’s review and Final Completion.
B. Architect shall be provided a minimum of ten working days for each review after receipt of request.

C. Closeout shall successfully conclude prior to Date of Completion.

1.5 SUBSTANTIAL COMPLETION

A. Complete and submit the following a minimum of ten days prior to requesting Architect’s Review to determine the date of Substantial Completion. Items shall be complete.

1. Prepare and submit a punch list of items to be completed or corrected. Include a value of the work and the reason why it is incomplete or needs correction.

2. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

   a. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   b. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   c. Include the following information at the top of each page:

      1) Project name.
      2) Date.
      3) Name of Architect.
      4) Name of Contractor.
      5) Page number.

3. Advise Owner in writing of pending insurance change over requirements.

4. Prepare and submit closeout submittals specified in Division 1, including but not limited to warranties, record documents, and manuals.

5. Submit closeout submittals specified in individual Sections, including but not limited to, warranties, workmanship bonds, maintenance service agreements, certifications, and similar documents.

6. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities, including but not limited to Certificate of Occupancy, approvals of public and private entities having jurisdiction, operating certificates and completion of commissioning.

7. Prepare and submit a Schedule of Maintenance Materials specified in individual Sections. Maintenance Materials including but are not limited to extra materials, tools, and spare parts. Schedule shall identify Specification Section, item name, quantity and manufacturer’s information including contact information, item identification, data sheets and special storage requirements.

8. Submit test/adjust/balance reports including a notarized letter from the Contractor indicating that all systems are complete.

9. Make final changeover of permanent locks and deliver keys to Owner with a list indicating which key opens which lock(s) utilizing final room numbering.

10. Instruct Owner’s personnel in operation, adjustment and maintenance of products, equipment and systems. Submit documentation that Owner training has been successfully completed.
11. Advise Owner in writing of utility changeovers.
12. Participate with Owner’s personnel in conducting inspection and walkthrough with local emergency responders.
13. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
14. Complete final cleaning requirements, including touch-up paint.
15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.6 ARCHITECT’S REVIEW

A. Submit a written request for the Architect’s Review to determine the date of Substantial Completion. Contractor shall have completed the requirements of Substantial Completion a minimum of ten days prior to this request.

1. Architect will either proceed with the Review or notify the Contractor of unfulfilled requirements.
2. When the Architect proceeds, they will review the Project and submit a punch list of items that are incomplete and/or requiring correction. The punch list will be provided as a PDF electronic file.
3. Along with the punch list the Architect shall issue the Certificate of Substantial Completion or indicate to the Contractor what items must be completed on the provided Punch List before it will be issued.
4. The date that the Certificate of Substantial Completion is issued shall be the start date of the warranty periods specified.

1.7 FINAL COMPLETION

A. Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Submit certified copy of Architect's punch list, endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Provide documentation that all items on the Schedule of Maintenance Materials have been provided.

B. Inspection: Submit a written request for final review to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final review and tests. On receipt of request, Architect will either proceed with review or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous reviews as incomplete is completed or corrected.
C. Re-Inspection Fees:

1. If the Architect performs re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor, or, should the Contractor fail to complete the work, or, should the Contractor fail to promptly correct warranty items or work later found to be deficient:
   
   a. Owner will compensate Architect for such additional services.
   b. Owner will deduct the amount of such compensation from the final payment to the Contractor.

2. If the Work is not completed by the date set in the agreement, and the Architect needs to perform additional Contract Administrative and on site observation duties:
   
   a. Owner will compensate Architect for such additional services.
   b. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

1. Unless indicated otherwise, all warranties shall commence on the date of Substantial Completion.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. Submit final warranties as a package for the entire project, assembled and identified as described below.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
E. Provide additional copies of each warranty to include in operation and maintenance manuals.

F. Warranty Response Time: The Contract shall respond and begin to take necessary action within 7 days of receipt of written notification from the Owner. Response time for life safety items, and for building perimeter security shall be within 24 hours of receipt of written notification from the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Resilient flooring shall be scrubbed and cleaned with cleaner recommended by the flooring manufacturer just prior to occupation by Owner. No-wax floors shall cleaned and buffed in accordance with flooring manufacturer’s requirements.

k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces. Cleaning of windows shall be done just before Owner occupancy.

l. Remove labels that are not permanent.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.


q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

r. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00
SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.2 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following formats:

1. Submit by email to Architect. Enable reviewer comments on draft submittals.
2. Submit one paper copy.
C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commence demonstration and training.

E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf or post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components
of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor and primary subcontractors.
6. Name and contact information for Architect.
7. Name and contact information for Commissioning Authority.
8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.7 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Emergency operations and shutdown information that must be immediately available during emergency situations to protect life and property and to minimize disruptions to building occupants.

C. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

D. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
5. Power failure.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.
E. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

F. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify
each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.
1.10 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.
5. Directories.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for general closeout procedures.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Submit all project record documents as one submittal package.

B. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.

C. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

D. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

F. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.
1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
   e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

1.5 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.6 DIRECTORIES

A. Directories: Contractor/Subcontractor directory.

1. Submit one hard copy and one copy on USB storage device in PDF format.

B. Directory: Name, address and telephone number for General Contractor, all major subcontractors, organized by specification section. Provide a separate list in alphabetical order.
1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 39
PART 1 - GENERAL

1.1 DESCRIPTION

A. Perform demolition as shown and specified. The work shall include and is not limited to:
   1. Removal of existing objects or improvements, whether indicated on Drawings or not, that would, in the opinion of the Owner, prevent or interfere with progress or completion of proposed work.
   2. Permits, fees and licenses shall be secured and paid for by Contractor, including disposal charges as required to ensure progress of work will proceed.
   3. Work shall comply with requirements of governing authorities in demolition of existing pavement, drainage structures and utilities as may be required.
   4. Salvaging the following materials and stockpiling on-site:
      a. All stone and boulders
      b. Concrete pavers
      c. Downed trees/limbs 4” caliper and greater
      d. All topsoil and backfill meeting standards
   5. Demolition requires removal and disposal charges as required to ensure progress of work will proceed.
   6. Protecting existing site features including:
      a. Trees and vegetation
      b. Adjacent paved walkway, parking lot, paved drive loop.
      c. Light poles
      d. Existing utilities

1.2 SUBMITTALS

A. Shop Drawings and Schedule: Describe demolition, removal procedures, sequence and schedule.

B. Closeout Submittals - Project Record Documents: Record actual locations of capped utilities.

1.3 PROJECT CONDITIONS

A. Structures to be demolished will be discontinued in use and vacated prior to start of work.

B. Owner assumes no responsibility for condition of structures to be demolished.

C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. Variations within structure may occur by Owner’s removal and salvage operations prior to start of demolition work.

D. Items of salvageable value to Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed. Storage or sale of removed items on site will not be permitted.
E. Explosives shall not be brought to site or used without written consent of authorities having jurisdiction. Such written consent will not relieve Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. Rock or ledge blasting shall not be allowed.

1.4 PROTECTIONS

A. SUMMARY
1. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, or injury to persons.
2. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.
3. Maintain existing utilities indicated to remain, keep in service and protect against damage during demolition operations.
4. Make arrangements, before initiating demolition, for relocating, disconnection, rerouting, abandoning, or similar action as may be required relative to utilities and other underground piping, to permit work to proceed without delay.
5. Use water sprinkling and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level.
6. Comply with governing regulations pertaining to environmental protection.
7. Clean adjacent structures, streets and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Fill Material: Refer to Specifications Division 31 – Earthwork.

PART 3 - EXECUTION

3.1 IMPLEMENTATION

A. Permits - Perform all work in accordance with the demolition requirements of the applicable building code as adopted and, if applicable, amended by the authority having jurisdiction. Apply for, pay for and obtain required demolition permits.

B. Preparation
1. Call local Utility Line Information service “Dig Safe” as per their notification requirements. Request underground utilities to be located and marked within and surrounding construction areas.
2. Provide, erect, and maintain temporary barriers and security devices as directed by the Owner or landscape architect.

C. Standards
1. Conduct operations with minimum interference to public or private accessways.
2. Maintain egress and access at all times. Do not close or obstruct roadways, sidewalks without permits.
3. Cease operations immediately when adjacent structures appear to be in danger. Notify authority having jurisdiction and Owner’s Representative.
4. Disconnect, remove and cap designated utilities to a location acceptable to authority having jurisdiction and utility company. Identify utilities at termination of demolition. Record termination or capped location on Record Documents.
5. Demolish concrete and masonry in small sections.
6. Demolish and remove below grade construction and concrete slabs on grade to a minimum depth of 18 inches below proposed subgrade.

3.2 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from the site all debris, rubbish and other materials resulting from demolition.
B. Demolition debris removed from the site shall be disposed of at an approved licensed recycling or disposal facility in accordance with state regulations. Disposal location shall be reported to the Owner in writing prior to debris taken from the site.
C. No burning of any materials, debris or trash on-site will be allowed.
D. Leave areas of work in clean condition.

END OF SECTION 02 41 00
PART 1 - GENERAL

1.1 SUMMARY
   A. Section includes playground equipment as follows:
      1. Freestanding playground equipment.

1.2 DEFINITIONS
   A. Definitions in ASTM F 1487 apply to Work of this Section.

1.3 PREINSTALLATION MEETINGS
   A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS
   A. Product Data: For each type of product.
   B. Shop Drawings: For each type of playground equipment.
      1. Include plans, elevations, sections, and attachment details.
      2. Include fall heights and use zones for playground equipment, coordinated with the critical-height values of protective surfacing specified in Section 321816 "Playground Protective Surfacing."
   C. Samples for Initial Selection: For each type of exposed finish.
      1. Manufacturer's color charts.
      2. Include Samples of accessories involving color selection.
   D. Samples for Verification: For each type of exposed finish on the following products:
      1. Include Samples of accessories to verify color and finish selection.

1.5 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For Installer, manufacturer, and testing agency.
B. Product Certificates: For each type of playground equipment.

C. Material Certificates: For the following items:
   1. Shop finishes.
   2. Wood-Preservative Treatment: Include certification by treating plant that states type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

D. Sample Warranty: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS
   A. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.

1.7 QUALITY ASSURANCE
   A. Manufacturer Qualifications: A firm whose playground equipment components have been certified by IPEMA's third-party product certification service.
   B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.8 WARRANTY
   A. Special Warranty: Manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.
      1. Failures include, but are not limited to, the following:
         a. Structural failures.
         b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
      2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. Safety Standard: Provide playground equipment according to ASTM F 1487.

2.2 FREESTANDING PLAYGROUND EQUIPMENT
   A. Swing Set (Infant): Single posts providing upright support.
      1. Basis-of-Design Product Subject to compliance with requirements, provide “Single Bay Hybrid Swing” by PlayVentures Inc. (800-799-7529)-Salesperson Margie Salt- Park
Street Playgrounds, msalt@parkstreetplaygrounds.com, 978-337-6698 or comparable product by one of the following:
   a. Henderson Recreation
   b. PlayVentures Inc.
   c. GameTime; a PlayCore, Inc. company.
2. Metal/Wood Frame: Galvanized-steel pipe or tubing or Southern Yellow Pine Posts
   a. Color: As selected by Architect from manufacturer's full range.
3. Overhead Beam Height: 7 ft. from pivot point to protective surfacing below.
4. Suspension Members: Manufacturer's standard.
   a. Color: As selected by Architect from manufacturer's full range.
5. Swing Hanger: Galvanized manufacturer's standard.
   a. Color: As selected by Architect from manufacturer's full range.
7. Capacity: 1 Bay. Two swings total.
8. Age Appropriateness: Under 2 years.

B. Infant Tree Platform
1. Basis-of-Design Product Subject to compliance with requirements, provide “Toddler Tree Fort” by PlayVentures Inc. (800-799-7529)- Salesperson Margie Salt- Park Street Playgrounds, msalt@parkstreetplaygrounds.com, 978-337-6698 or comparable product by one of the following:
   a. Henderson Recreation

C. Climber: Young Toddler Fort
1. Basis-of-Design Product: Subject to compliance with requirements, provide “Little Cedar” Climber Playhouse” (Item Number 79-041) by Play with a Purpose, www.pwap.com, 1-855-858-5501 or comparable product by one of the following:
   a. PlayVentures Inc.
   b. Henderson Recreation.
   c. Landscape Structures Inc.
2. Colors: As selected by Architect from manufacturer's full range.
3. Age Appropriateness: 1 through 5 years.

D. Spinner: Rotating seating around a vertical axis.
1. Basis-of-Design Product: Subject to compliance with requirements, provide “10 Spin” (Model Number 304) by Miracle, Rep. Eric Welzel (207-751-4323), or comparable product by one of the following:
   a. Dynamo Playground.
   b. Landscape Structures, Inc.
2. Body
   a. Color: As selected by Architect from manufacturer's full range.

3. Age Appropriateness: 2 through 12 years.

2.3 FABRICATION

A. Provide sizes, strengths, thicknesses, wall thickness, and weights of components as required to comply with requirements in ASTM F 1487. Factory drill components for field assembly. Unnecessary holes in components, not required for field assembly, are not permitted. Provide complete play structures, including supporting members and connections, means of access and egress, designated play surfaces, barriers, guardrails, handrails, handholds, and other components indicated or required for equipment indicated.

B. Metal Frame: Fabricate main-frame upright support posts from metal pipe or tubing with cross-section profile and dimensions as required. Unless otherwise indicated, provide each pipe or tubing main-frame member with manufacturer's standard drainable bottom plate or support flange. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.

C. Composite Frame: Fabricate main-frame upright support posts from metal and plastic. Fabricate secondary frame members, bracing, and connections from either steel or aluminum.

2.4 MATERIALS

A. Aluminum: Material, alloy, and temper recommended by manufacturer for type of use and finish indicated.

B. Steel: Material types, alloys, and forms recommended by manufacturer for type of use and finish indicated, hot-dip galvanized.

C. Stainless-Steel Sheet: Type 304; finished on exposed faces with No. 2B finish.

D. Opaque Plastics: Color impregnated, UV stabilized, and mold resistant.

E. Suspension Chain and Fittings: ASTM A 467/A 467M, Class CS, 4/0 or 5/0, welded-straight-link coil chain; hot-dip galvanized; with commercial-quality, hot-dip galvanized steel connectors and swing or ring hangers.

F. Iron Castings and Hangers: Malleable iron, ASTM A 47/A 47M, Grade 32510, hot-dip galvanized.

G. Post Caps: Cast aluminum or color-impregnated, UV-stabilized, mold-resistant polyethylene or polypropylene; color to match posts.

H. Hardware: Manufacturer's standard; commercial-quality; corrosion-resistant; hot-dip galvanized steel and iron, stainless steel, or aluminum; of a vandal-resistant design.

I. Fasteners: Manufacturer's standard; corrosion-resistant; hot-dip galvanized or zinc-plated steel and iron, or stainless steel; permanently capped; and theft resistant.
2.5 CAST-IN-PLACE CONCRETE

A. Concrete Materials and Properties: Comply with manufacturer requirements for normal-weight, air-entrained concrete with minimum 28-day compressive strength of 3500 psi, 3-inch slump, and 1-inch-maximum-size aggregate.

2.6 ALUMINUM FINISHES

A. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils, medium gloss. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

B. PVC Finish: UV-stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on PVC finish, with flame retardant added, and with minimum dry film thickness of 80 mils. Comply with coating manufacturer's written instructions for pretreatment and application.

2.7 IRON AND STEEL FINISHES

A. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils. Comply with coating manufacturer's written instructions for pretreatment, applying, and baking.

B. PVC Finish: UV-stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on PVC finish, with flame retardant added, and with minimum dry film thickness of 100 mils. Comply with coating manufacturer's written instructions for pretreatment and application.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for earthwork, subgrade elevations, surface and subgrade drainage, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading required for placing playground equipment and protective surfacing is completed.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written installation instructions for each equipment type unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.

1. Maximum Equipment Height: Coordinate installed fall heights of equipment with finished elevations and critical-height values of protective surfacing. Set equipment so
fall heights and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.

B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade soil.

C. Post Set on Subgrade: Level bearing surfaces with drainage fill to required elevation.

D. Post Set with Concrete Footing: Comply with manufacturer requirements for measuring, batching, mixing, transporting, forming, and placing concrete.
   1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
      a. Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
   2. Embedded Items: Follow equipment manufacturer's written instructions and drawings to ensure correct installation of anchorages for equipment.
   3. Finishing Footings: Smooth top, and shape to shed water.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
   1. Perform inspection and testing for each type of installed playground equipment according to ASTM F 1487.

C. Playground equipment items will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

E. Notify Architect and Owner 48 hours in advance of date(s) and time(s) of testing and inspection.

END OF SECTION 11 68 00
SECTION 31 00 00
SITE EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work under this section includes:

1. Removals - The Contractor shall perform all work necessary for clearing and grubbing and/or removal, backfill and disposal of all existing materials noted on the Drawings, as well as temporary structures installed for construction.

2. Limit of Work - Take special care to keep all operations within the Limit of Work as shown on the Drawings. The Contractor shall take all necessary precautions to protect existing site elements to remain.

3. Grade and Elevation
   a. The Drawings indicate, in general, the alignment and finished grade elevations. The Owner’s Authorized Representative or Landscape Architect, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference or to adapt piping to other special conditions encountered.
   b. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain by means of suitable stakes placed in the field.

4. Protection of Existing Structures and Utilities
   a. Barricade open excavations occurring as part of this work and post with warning signs. Backfilling or secured covering of excavations shall be required.
   b. Provide necessary supports, bracing and covering to protect existing and new structures and utilities during all phases of excavation and backfill.
   c. Notify appropriate owners before excavating adjacent to poles, cables, pipes, and other utilities.
   d. Note that location of existing underground utilities on plans is approximate and may be incomplete. Responsibility for exact locations and protection of all utilities rest with the Contractor.
   e. Conflicts between existing and new utilities and/or structures to be built under this contract shall be reported to the Owner’s Authorized Representative or Landscape Architect.

5. Erosion and Sedimentation Control
   a. The General Contractor shall perform all work necessary to control erosion. Installation of erosion control structures prior to construction shall be performed in accordance with the Standards of the U.S. Department of Agriculture, Soil Conservation Service, "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices" by the Cumberland County SWCD, State of Maine, and as shown on the Plans.
b. Weekly inspections, as well as routine inspections following rain falls, shall be conducted by the Contractor of all temporary and permanent erosion control devices until final acceptance of the project. Necessary repairs shall be made immediately to correct undermining or deterioration. Final acceptance shall include a site inspection to verify the stability of all disturbed areas and slopes. Until final inspection, all erosion and sedimentation control measures shall immediately be cleaned, and repaired by the Contractor after each storm event, as required. Disposal of all temporary erosion control devices shall be the responsibility of the Contractor. Removal of temporary erosion control devices shall not occur until a minimum 75% catch of vegetation occurs or permanent structural measures are in place.

1.2 SUBMITTALS

A. General: Submit the following:

1. Tests for soil density and/or gradations as herein designated shall be taken at the option of the Landscape Architect. Costs of testing shall be paid by the Owner.

2. Soil samples representative of the borrow source and suitable laboratory testing shall be furnished by the Contractor for each material listed in Section 2.1. Test results shall be submitted at least two (2) weeks prior to their proposed use or placement on the site. In the event a proposed material does not meet the specified gradation requirements, the material type shall not be placed on-site until an alternative borrow source is selected and the laboratory test results indicate the material meets the specified gradation requirements.

Note: Contractor shall provide testing for loam in accordance with Section 32-90-00.

3. Compaction tests shall be determined on the basis of laboratory Proctor tests (ASTM D.1557, Modified Proctor).

4. Field density tests not specified on a comparative basis shall be to the percent density specified in this Section for both earth excavation and earth and granular type fills. Tests shall be in accordance with ASTM D.1556, ASTM D.2167, ASTM D.2922 OR ASTM D.3017.

1.3 QUALITY ASSURANCE

A. Conform to all applicable town, county and state codes for excavation, earthwork and disposal of debris.

B. Conform to all applicable standards of the various utility companies.

C. References - Where M.D.O.T. appears it shall be taken to mean The State of Maine Department of Transportation Specifications, Highways and Bridges - (Latest Revision).
D. Reference Standards

The following most current publications form part of this specification to the extent indicated by references thereto and shall be followed for all construction testing:

American Society for Testing and Materials (ASTM):

- D 422 Method for Particle Size Analysis of Soils
- D 698 Test for Moisture-Density Relations of Soils Using 5.5 lb. (2.5 kg) hammer and 12-inch (304.8mm) Drop (Standard Proctor)
- D 1556 Test for Density of Soil in Place by the Sand Cone Method
- D 1557 Test for Moisture-Density Relations of Soils Using 10-lb (4.5 Kg) hammer and 18-inch (457 mm) Drop (Modified Proctor)
- D 2167 Test for Density of Soil in Place by the Rubber Balloon Method
- D 2216 Laboratory Determination of Moisture Content of Soil
- D 2487 Classification of Soils for Engineering Purposes
- D 2922 Tests for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- D 4318 Test for Plastic Limit, Liquid Limit, & Plasticity Index of Soils
- C 25 Chemical Analysis of Limestone, Quicklime and Hydrated Lime
- C 110 Physical Testing for Quicklime and Hydrated Lime, Wet Sieve Method
- C 618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

E. Drawings do not purport to show above ground objects existing on site. Contractor shall visit site and acquaint themselves with all observable conditions as they exist before submitting a Bid.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Fill Materials: Backfill and ordinary fill materials shall be as follows:

1. Materials from excavation: Excavated material which can be readily spread and compacted, and consists of mineral soil, substantially free of organic materials, loam, wood, rubbish or other perishable substance may be used for common fill. Boulders (rocks over eight (8) inches) shall be removed from excavated material before using for fill.

2. Aggregate Base, Crushed - M.D.O.T. 703.06, (a), Type A. (No rocks larger than two inches). - Compacted at 95% ASTM D-1557

3. Aggregate Subbase Gravel - M.D.O.T. 703.06, (a), Type C, Size of stone no larger than six (6) inches. - Compacted at 95% ASTM D-1557.

4. Aggregate Subbase Gravel, M.D.O.T. 703.06 (b) Type D (no stone larger than 4 inches – compacted at 95% ASTM D – 1557.
5. Structural Fill - M.D.O.T. 703.06, (a), Type C. Size of stone no larger than six (6) inches, and further limited to a maximum particle size equal to three (3) inches within twelve (12) inches of slab grade. Compacted at 95% ASTM D-1557

6. Aggregate for Foundation Backfill: M.D.O.T. 703.6 (a) Type B. Size of stone no larger than four (4) inches.

7. Drainage Stone - M.D.O.T. 703.22, Type C. - Vibrated with hand vibrating plate.

8. Native silty sand (Glacial till) found on-site can be re-used for subgrade preparation subject to approval of the Project Landscape Architect or Engineer and provided that the natural moisture content at the time of placement and compaction is at slightly below optimum moisture as determined by MPMDD. – Compacted at 95% ASTM D-1557.

B. Suitable Backfill Material

1. Structural fill or natural material excavated during the course of construction, excluding debris, pieces of pavement, organic matter, topsoil, all wet or soft muck, peat, or clay, all excavated ledge material, and all rocks over six (6) inches in largest dimension, or any material which will not provide sufficient support or maintain the completed construction in a stable condition, all approved by the Owner’s Authorized Representative or Landscape Architect. (Exception: may not be used to backfill foundation).

C. Geotextile Materials

1. Acceptable Geotextiles and Geogrids:
   a. Mirafi 600x
   b. Phillips 66 Supac 6WS
   c. Dupont Tyvar 3401 and 3601
   d. Trevira S1114 and S1120
   e. AMOCO 2006
   f. Tensar SS-1 and SS-2
   g. Exxon GTF-200 or 350
   h. Conwed Stratagrid GB-5033
   i. Miragrid 3xT

2. Filter/Drainage Geotextiles:
   a. Mirafi 160N or equal

PART 3 - EXECUTION

3.1 EXECUTION

A. Earth Excavation - Removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, any material indicated in the data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.

B. Rock Excavation - Removal and disposal of materials encountered that cannot be excavated without continuous and systematic drilling and blasting or continuous
use of a ripper or other special equipment except such materials that are classed as earth excavation.

1. Typical Materials: Boulders 2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

2. Intermittent drilling performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

C. Unauthorized Excavation

1. Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Owner’s Authorized Representative or Landscape Architect.

2. Under footings or foundation bases, fill unauthorized excavation by filling with Structural Fill and compacting to 95 percent of ASTM D-1557 without altering top elevation.

D. Topsoil Removal – Topsoil shall be stripped to its entire depth from area within the Limit of Work and reusable materials shall be stockpiled on site or temporarily removed from the site, screened, and returned to the site as needed. Stripped topsoil shall be free from clay, large stones, debris, and peat. Topsoil for reuse on site shall be screened and tested in accordance with Section 32 90 00 – Planting.

E. General Excavation

1. Grades, Dimensions - excavate where indicated and as necessary to obtain subgrades as shown on the Drawings and hereinafter specified. All excavation shall include the satisfactory removal of all materials of whatever substance encountered within the indicated limits. Where footing excavations are into Sandy Silt, trenches should be excavated using a smooth bucket to prevent subgrade disturbance. Soft and wet areas should be over excavated and replaced with crushed stone and/or Geotextile Fabric (Non-woven, minimum weight of 10 ounces per square yard). Only suitable materials shall be used or stockpiled for later use in backfill preparation. Disturbed subgrade material shall be removed prior to pouring of footings and replaced with either compacted structural fill or thickened footing concrete. All footing subgrades shall be approved by the owner’s representative prior to pouring concrete for footings.

2. The Contractor shall provide temporary drains, ditches and the necessary equipment, as required, to maintain the site of work and adjacent areas in a well drained condition. Keep all excavations free of both ground and surface water at all times. All water pumped or drained from the work shall be disposed of so as not to endanger public health, property or any portion of the work under construction or completed.

3. The Contractor shall provide shoring, sheeting and bracing as may be required to maintain excavations and trenches secure and safe from collapse and to protect adjacent structures.

4. Excavation shall not be made below specified subgrades except where rock or unstable material is encountered. If suitable bearing is not found at levels shown on the Drawings, the Landscape Architect or the Owner’s Representative shall be notified in writing immediately so that adjustments or changes may be made. Material removed below specified...
subgrade without the approval of the Landscape Architect or Owner’s Representative shall be replaced and compacted with an approved gravel at the Contractor’s expense.

5. All work shall be carried out in a manner consistent with the regulations of such Federal, State and Local authorities as may have jurisdiction over such activities.

F. Excavation and Backfilling
1. Perform excavation as indicated for specified depths. During excavation, stockpile materials suitable for backfilling in an orderly manner far enough from bank of trench to avoid overloading, slides or cave-ins.

2. Remove excavated materials not required or not suitable for backfill or embankments and waste as specified. Any structures discovered during excavation(s) shall be disposed of as specified.

3. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches or other excavations by pumping or other acceptable methods.

4. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill. Dispose of unsuitable material and provide other suitable material at no additional cost to Owner.

5. Excavations for all foundation work shall be backfilled with structural fill meeting specifications set forth herein.

G. Rock Excavation
1. Soils investigations indicate that removal of rock (ledge) may be required for this project. If removal of rock is required, the Contractor shall take the following steps:
   a. Uncover and expose material claimed as rock.
   b. Notify the Landscape Architect immediately before proceeding with any work in this regard.
   c. Obtain written consent and approval from local authorities for the methods to be used before proceeding with blasting or related work.

2. Rock excavation shall include boulders over two (2) cubic yards in volume and masses of rock or conglomerate masses requiring systematic drilling and blasting to be removed.

3. Payment
   a. Payment for rock required to be removed shall be based upon a cubic yard basis. Provide ledge removal inspection for quantity verification of ledge removal by the site contractor.
   b. Method of ledge blasting shall be by mechanical method only.
   c. Excavation which does not meet the above requirements for Rock Excavation will be classified as General Earth Excavation.

H. Drainage
1. The Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to intercept and/or remove promptly and dispose of properly all water entering excavations. Such excavations
shall be kept dry until the structures and appurtenances to be built therein, have been completed to such extent that they will not be damaged.

I. Compaction
1. Compaction densities specified herein shall be the percentage of the maximum dry density obtainable at optimum moisture content as determined and controlled in accordance with ASTM D.1557. Field density tests shall be made in accordance with ASTM D.1556, D.2167 or D.2922. Each layer of backfill shall be moistened or dried as required and shall be compacted to the required densities unless otherwise specified in the project specifications.
2. Fills placed under footings, slabs and walks shall be compacted to not less than 95 percent of the ASTM D - 1557 maximum dry density.
3. Fills adjacent to building walls from the exterior face of the building and/or retaining walls to a point not less than 10'-0" from the exterior face of the wall shall be compacted to not less than 92 percent of the ASTM D. 698 maximum compaction dry densities as herein before specified.
4. Bedding material and trench sand under pavement: 95%
5. Bedding material and trench sand non-pavement areas: 92%
6. Loam areas: 90%
7. All other areas: 85%
8. Methods and equipment proposed for compaction shall be subject to the prior acceptance by Owner’s Authorized Representative or Landscape Architect. Compaction generally shall be done with vibrating equipment. Displacement of, or injury to the pipe and structure shall be avoided. Movement of in-place pipe or structures shall be at the Contractor's risk. Any pipe or structure damaged thereby shall be replaced or repaired as directed by the Owner’s Authorized Representative or Landscape Architect and at the expense of the Contractor.

J. Filling and Subgrade Preparation
1. All materials shall be placed and compacted to conform to the lines, elevations and cross-sections indicated on the Drawings. Do not start fills until the area has been inspected and approved by the Owner’s Authorized Representative or Landscape Architect.
2. Fill shall not be placed on a surface of frozen material, nor shall snow, ice, frozen earth or debris be incorporated in the fill. All materials shall be approved by the Owner’s Authorized Representative or Landscape Architect before being placed.
3. Unless specifically stated otherwise on the Drawings, areas exposed by excavation, removal of structural foundations or stripping and on which subgrade preparations are to be performed, shall be compacted to a minimum of 95% of maximum dry density, in accordance with ASTM D 1557. Subgrades consisting of native sands or silty sands shall be compacted with a 15 ton highway roller. These areas shall then be proof-rolled to detect any areas of insufficient compaction. Proof-rolling shall be accomplished by making a minimum of two (2) complete passes with a fully-loaded tandem-axle dump truck, or approved equivalent, in each
of the two perpendicular directions. Areas of failure shall be excavated and re-compacted as stated above.

4. If sufficient suitable fill material is not available from excavations under this Contract, additional fill, suitable for use, shall be brought to the site from other sources. Subgrade fill in pavement areas shall consist of Gravel Borrow (M.D.O.T. 703.20) or Structural Fill (MeDOT 703.06 (a) Type C. Place in maximum 12 inch layers and compact to 92 percent of maximum density in accordance with ASTM D 1557. Each layer shall be free from ruts and shall meet compaction requirements before next layer is placed. Maintain layers with crown or other practical means of drainage.

5. Stones in fills shall be well distributed. Do not have stones over six (6) inches in diameter within twelve (12) inches of subgrade.

K. Finish Grading

1. Grade all areas where finish grade elevations or contours are indicated on Drawings, other than paved areas and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Finished subgrade surface shall not be more than 0.10 feet above or below established finished subgrade elevation, and all ground surfaces shall vary uniformly between indicated elevations. Ditches and swales shall be graded to allow for proper drainage without ponding and in a manner that will minimize erosion potential. For topsoil application, refer to Section 32 90 00, Plantings.

2. Correct all settlement and eroded areas within one year after date of completion at no additional expense to Owner. Bring grades to proper elevation. Replant or replace any grass, shrubs, trees or other vegetation disturbed by construction using corrective measures.

3.2 INSPECTION

A. If Owner elects to test, an independent testing laboratory selected and paid by the Owner shall be retained to perform construction testing on site. Field density test may be ordered for each foot of depth of backfill at an average of 200 feet along the trench.

B. If compaction requirements are not complied with at any time during the construction process, remove and re-compact deficient areas until proper compaction is obtained at no additional expense to Owner.

C. Field density test shall be required road construction, interval to be determined by Owner’s Authorized Representative or Landscape Architect.

D. The Contractor shall furnish all necessary samples for laboratory tests and shall provide assistance and cooperation during field tests. The Contractor shall plan his operations to allow adequate time for laboratory tests and to permit taking of field density tests during compaction.

E. The independent testing laboratory shall prepare test reports that indicate test location, elevation data and test results. The Owner’s Authorized Representative
or Landscape Architect, and Contractor shall be provided with copies of reports within 72 hours of time test was performed. In the event that any test performed fails to meet these Specifications, the Owner’s Representative and Contractor shall be notified immediately by the independent testing laboratory.

F. All costs related to retesting due to failures shall be paid for by the Contractor at no additional expense to the Owner. The Owner reserves the right to employ an independent testing laboratory and to direct any testing that is deemed necessary. Contractor shall provide free access to site for testing activities.

3.3 CLEAN-UP

A. The Contractor shall remove all debris, construction equipment, and material from the areas to be loamed and seeded.

END OF SECTION 31 00 00
SECTION 31 10 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work: Clearing and Grubbing includes, but is not limited to:
   1. Protect existing trees and shrubs to remain.
   2. Remove invasive plant material.
   3. Protecting site features to remain
   4. Removal of unsuitable materials from the site and disposal.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Erosion and Sedimentation Control - Section 31 25 00
B. Site Earthwork - Section 31 00 00
C. Temporary Tree and Plant Protection - Section 01 56 39
D. Demolition - Section 02 41 00

PART 2 - PRODUCTS

2.1 MATERIALS

A. Seed for erosion control and temporary seeding - Arrostook rye applied at 2.6# / 1,000 square feet.

PART 3 - EXECUTION

3.1 PROTECTIONS

A. Provide temporary fences, barricades, coverings or other protections to prevent damage to existing improvements, trees or vegetation indicated on the Drawings to remain.

B. Protect improvements on adjoining properties and on Owner's property. Damages shall be the responsibility of the general contractor and or site contractor

3.2 CLEARING

A. All areas requiring clearing within the Limit of Work area, shown on the Drawings, shall be done in accordance with applicable laws and ordinances. Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing or transplanted. The Contractor shall be responsible for coordinating selective removal of vegetation with the Landscape Architect.

3.3 GRUBBING

A. In areas where topsoil is to be removed or disturbed, existing grades shall be grubbed free of stumps, stones, rubbish, roots or other extraneous growth or debris.
B. Dispose of excess grubbings off site. Grubbings shall not be buried on site.

3.4 LOAM STOCK PILE

A. Loam stockpile(s) shall only occur in areas designated by the Landscape Architect. Loam pile shall be stabilized with temporary seeding if to remain more than four (4) weeks. Proper silt fence and or other protections shall be required on down slope perimeter.

END OF SECTION 31 10 00
PART 1 - GENERAL

1.1 DESCRIPTION

A. This Plan has been developed as a strategy to control soil erosion and sedimentation during and after construction of the University of Maine Farmington Early Childhood Education Center, Farmington, Maine. This plan is based on the Maine Erosion and Sedimentation Control Handbook for Construction, Best Management Practices, March 2003.

B. The project consists of site improvements. The site improvements and their associated grading define the limits of proposed earth movement for the development.

PART 2 - METHOD AND PRODUCTS

2.1 EROSION CONTROL PRACTICES / TEMPORARY MEASURES

A. The following temporary measures to control erosion and sedimentation shall be utilized:

1. Each ground area, opened or exposed, whether directly or indirectly due to the development, shall be minimized and shall be stabilized within 15 days of initial disturbance of soil and shall be permanently stabilized within seven days of final grading. This statement applies to disturbed areas beyond the limits of the proposed road. Exposed areas shall be stabilized prior to a rain event.

2. Temporary soil stabilization shall be either by temporary mulching, temporary seeding, permanent base gravel, or rip-rap as follows:

   Temporary Seeding. Seed shall be Aroostook rye applied at 2.60#/1000 SF. Lime shall be agricultural ground limestone applied at 138#/1000 SF. Fertilizer shall be 10-10-10 classification applied at 13.8#/1000 SF. Mulch shall consist of hay or straw mulch and spread evenly at a rate of 70-90#/1000 SF. Temporary seedings shall only be made between April 15 and October 1 and shall not be placed over snow.

   Temporary Mulching. Mulch shall consist of chopped hay or straw mulch and spread by mechanical blower evenly at a rate of 150-200#/1000 SF. Temporary mulch shall be removed prior to permanent soil stabilization. Mulch must not be placed over snow. Snow shall be removed prior to mulching.

   Permanent Base Gravel. Base gravel shall be suitable as temporary soil stabilization under the following conditions:

   a. Slopes shall be less than eight percent.

   b. Gravel shall meet the specifications for base or subbase gravel for the proposed completed surface.
2.2. EROSION CONTROL PRACTICES / PERMANENT MEASURES

A. The following permanent measures to control erosion and sedimentation shall be utilized:

1. Permanent seeding shall be performed during construction operations as each disturbed area has been brought to finish grade. Permanent seedings shall be made as dormant seeding after the first killing frost. Dormant seeding and mulch shall be used at two times the permanent seeding and mulching rate shown below for both lawn as well as embankments, avoid application of grass seed in bioretention areas. Seed, loam, lime, fertilizer and mulch are to be as follows:

   - **Seed.** The seed mixture shall consist of seeds proportioned by weight. All seed shall be fresh, clean, "new crop" seed. Harmless inert matter and weed seeds shall be permitted up to one percent of the gross weight of each variety of seed. All seed supplied shall be packed in approved containers bearing the manufacturer's name and analysis of contents. The following materials and application rates shall be required for permanent seeding:

     | Seed Type                | Rate 1/1000 SF |
     |--------------------------|---------------|
     | Creeping red fescue      | 0.69#         |
     | Kentucky bluegrass       | 0.57#         |
     | Perennial ryegrass       | 0.46#         |
     | Redtop                   | 0.12#         |
     | **Total**                | 1.84#         |

   - **Loam.** Loam shall be free of grasses, roots, large stone and inorganic debris. Place loam at four inches minimum depth over all disturbed areas. Final grading of all lawn areas to be approved by Landscape Architect prior to seeding.

   - **Lime.** Lime shall be agricultural ground limestone and applied as per recommendation of a State Commercial Soil Testing Laboratory.

   - **Fertilizer.** Fertilizer shall be 10-20-20 classification and applied as per recommendation of a State Commercial Soil Testing Laboratory.

   - **Mulch.** Mulch shall consist of hay or straw mulch. Mulch shall be spread evenly at a rate of two and one half tons per acre over all seeding. After application, the mulch shall be thoroughly wetted. In steep areas, the mulch shall be held in place by the use of jute erosion control netting or approved alternative netting material. Note: All exposed soil must be covered regardless of mulching rates specified.

   - **Erosion Control Fabrics.** Fabrics shall be installed on all slopes exceeding 3:1. Fabric to be placed after seeding has occurred.

   - The contractor shall maintain the seeded and mulched areas until final acceptance of the work. Maintenance shall consist of providing proper watering, protection against traffic and repairing any areas damaged due to wind, water, erosion, fire or other causes. Such damaged areas shall be repaired to re-establish the condition and grade of the soil prior to seeding and shall then be refertilized, reseeded and remulched.

2. **Winter Construction.** The winter construction period is from November 1 through April 15. Winter excavation and earthwork shall be competed such that no more than 1 acre of the site is without stabilization at any one time. Limit the exposed area to those areas in
which work is expected to be undertaken during the proceeding 15 days and that can be mulched in one day prior to any snow event. Hay and straw mulch rates shall be a minimum of 150#/1000 SF (3 tons/acre) and shall be properly anchored. The contractor must install any added measures which may be necessary to control erosion/sedimentation from the site dependent upon the actual site and weather conditions. Continuation of earthwork operations on additional areas shall not begin until the exposed soil surface on the area being worked has been stabilized in order to minimize areas without erosion control protection.

PART 3 - EXECUTION

3.1 CONSTRUCTION SEQUENCE

A. The general sequence of work shall be as follows:

1. Install erosion control devices (silt fence, stabilized construction entrance and or sediment barrier). Note: when frozen ground conditions exist, silt fence shall be replaced with woodwaste filter berms.

2. Demolition of site elements.

3. Temporarily stabilize disturbed areas by mulching all exposed soil within 15 days of initial disturbance.


5. Install permanent vegetation on all exposed areas within 15 days of final grading.

6. Perform continuing maintenance on all erosion and sedimentation control devices and measures.

3.2 SITE INSPECTION & MAINTENANCE

A. Weekly inspections, as well as routine inspections following rainfalls of 0.5” over a consecutive 24-hour period, shall be conducted by the Site Contractor, of all temporary and permanent erosion control devices until final acceptance of the project. Necessary repairs shall be made to correct undermining or deterioration. Final acceptance shall include a site inspection to verify the stability of all disturbed areas and slopes. Until final inspection, all erosion and sedimentation control measures shall immediately be cleaned and repaired by the General Contractor after storm events. Disposal of all temporary erosion control devices shall be the responsibility of the Site Contractor.

B. Continued temporary maintenance and long-term provisions for permanent maintenance of all erosion and sedimentation control facilities after acceptance of the project shall be the responsibility of the University of Maine Farmington.

END OF SECTION 31 25 13
SECTION 32 12 16
ASPHALT PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work under this section includes furnishing and installing asphalt paving on the project site.

B. Related work:
   1. Section 31 05 12, Site Earthwork.

1.2 SUBMITTALS

A. General: Submit the following:
   1. Submit materials certificate to onsite independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

1.3 QUALITY ASSURANCE

A. Reference: State of Maine Department of Transportation Standard Specifications Highways and Bridges, latest revision, hereafter designated as MDOT Specifications.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Bituminous Concrete - An approved hot plant mix conforming to MDOT Standard Specifications (latest revision).

PART 3 - EXECUTION

3.1 INSTALLATION

A. The Contractor shall be responsible that gravel is in proper condition to pave before starting work.

B. Proof roll prepared base material surface to check for areas requiring additional compaction and areas requiring removal and recompaction.

C. Do not begin paving work until deficient base material areas have been corrected and are ready to receive paving.

D. Pavement mix for parking areas and sidewalks shall be as herein specified and shall consist of the following courses after compaction:
<table>
<thead>
<tr>
<th>Hot Mix Asphalt</th>
<th>Base Course Surface Course</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(19mm)</td>
</tr>
<tr>
<td></td>
<td>(9.5 mm)</td>
</tr>
<tr>
<td>Standard Duty Pavement</td>
<td>2.5&quot;</td>
</tr>
<tr>
<td>Sidewalk Pavement</td>
<td>1&quot;</td>
</tr>
<tr>
<td></td>
<td>2&quot; - installed in two 1” lifts</td>
</tr>
</tbody>
</table>

E. The spreading of bituminous concrete shall be done wherever practicable by an approved mechanical spreader. Place mixture while it is still hot (+250 D.F.). Rolling shall be done as soon as practicable after spreading and in no case after the mixture is cooled. The exposed finished surface shall present a true, smooth plane, free from roller marks, conspicuous joining lines, patches, voids or other imperfections. Where brown spots or other serious imperfections occur they shall be cut down to the base course and replaced by new pavement rather than by attempting to patch the surface. Feathered edge patches will not be permitted.

F. Apply successive lifts of asphaltic concrete in transverse directions with the surface course placed in the direction of surface-water flow. Place in typical strips not less than 10' - 0" wide.

G. Make joints between old and new pavements or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Joints at existing street paving and new paving shall be saw cut. Clean contact surfaces and apply tack coat.

H. Mix placed by hand shall be placed on a steel dump board or wheelbarrow from the truck and then shoveled into place.

I. Rolling and Compaction:
1. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement. Mixture shall be compacted to a minimum of 92% theoretical maximum density. The number, weight and types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in workable condition.
2. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
3. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
4. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
5. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
6. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
7. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.
8. Do not permit maneuvering of excavating equipment, lifts or other vehicles with tight turning or tracking capabilities on finished surface. Damaged areas shall be restored by Contractor at no additional expense to Owner.

3.2 INSPECTION

A. Grade Control: Establish and maintain required lines and elevations.

B. Thickness: In-place compacted thickness shall not be less than thickness specified on the Drawings. Areas of deficient paving thickness shall receive a tack coat and a minimum one (1) inch overlay; or shall be removed and replaced to the proper thickness, at the discretion of the Owner’s Representative and or Owner; until specified thickness of the course is met or exceeded at no additional expense to the Owner.

C. Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area.

The results of these tests shall be made available to the Owner upon request. Surfaces will not be acceptable if exceeding following tolerances for smoothness:

Base Course Surface: 1/4"
Wearing Course Surface: 3/16"

D. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by Owner’s Representative and or Owner.

E. Compaction: Field density tests for in-place materials shall be performed by examination of field cores in accordance with one of the following standards:


F. Rate of testing shall be one (1) core per 20,000 square feet of pavement, with a minimum of three (3) cores from heavy-duty areas and three (3) cores from standard-duty areas. Cores shall be cut from areas representative of the project.

G. Areas of insufficient compaction shall be delineated, removed and replaced in compliance with the specifications at no expense to the Owner. Areas damaged by construction equipment shall be repaired to satisfaction of Owner at no expense to Owner.

END OF SECTION 32 12 16
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Play Equipment and Structures Section 11 68 00.

1.2 SUMMARY
   A. Section Includes:
      1. Organic loose-fill surfacing.

1.3 DEFINITIONS
   A. Definitions in ASTM F 2223 apply to Work of this Section.
   B. Critical Height: Standard measure of shock attenuation according to ASTM F 2223; same as "critical fall height" in ASTM F 1292. According to ASTM F 1292, this approximates "the maximum fall height from which a life-threatening head injury would not be expected to occur."

1.4 ACTION SUBMITTALS
   A. Submittals shall comply with the requirements of Section 01 33 00 “Submittal Procedures” and the individual sections specifying the work.
   B. Samples for Verification: For each type of protective surfacing and exposed finish.
      1. Loose-Fill Surfacing: Minimum 1 quart.

1.5 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For Installer and testing agency.
   B. Material Certificates: For each type of loose-fill surfacing.
   C. Field quality-control reports.

1.6 QUALITY ASSURANCE
   A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. Source Limitations: Obtain protective surfacing materials from single source from single manufacturer.
      1. Provide geosynthetic accessories of each type from source recommended by manufacturer of protective surfacing materials.

2.2 PERFORMANCE REQUIREMENTS
   A. Impact Attenuation: Critical fall height tested according to ASTM F 1292.
   B. Accessibility Standard: Minimum surfacing performance according to ASTM F 1951.
      1. Wearing Layer Color(s): As selected by Architect from manufacturer's full range.

2.3 ORGANIC LOOSE-FILL SURFACING
   A. Engineered Wood Fiber: ASTM F 2075; containing no bark, leaves, twigs, or foreign or toxic materials; tested for accessibility according to ASTM F 1951.
      1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
         a. Fibar Group LLC (The).
         b. GameTime; a PlayCore, Inc. company.
         c. SofSolutions Inc.
         d. Supreme Forest Products.
         e. Zeager Bros., Inc.
      2. Critical Height: 6 feet.
      3. Uncompressed Material Depth: Not less than as required for critical height indicated.

2.4 GEOSYNTHETIC ACCESSORIES
   A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for drainage applications and made from polyolefins or polyesters; with the following minimum properties:
      1. Weight: 4 oz./sq. yd.; ASTM D 5261.
      2. Water Flow Rate: 150 gpm/sq. ft. according to ASTM D 4491.
PART 3 - EXECUTION

3.1 EXAMINATION
A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
   1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION
A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.

3.3 INSTALLATION OF GEOSYNTHETIC ACCESSORIES
A. Install geosynthetic accessories before edging and according to playground surface system manufacturer's and geosynthetic manufacturer's written instructions and in a manner that cannot become a tripping hazard.
   1. Drainage/Separation Geotextile: Completely cover area beneath protective surfacing, overlapping geotextile sides and edges a minimum of 8 inches with adhesively bonded or taped seams.
B. Apply components of loose-fill surfacing according to manufacturer's written instructions to produce a uniform surface.
C. Edging: Place and permanently secure edging in place.
D. Loose Fill: Place loose-fill materials to required depth after installation of playground equipment support posts and foundations. Include manufacturer's recommended amount of additional material to offset mechanical compaction.
E. Grading: Uniformly grade loose fill to an even surface free from irregularities.
F. Compaction: After initial grading, mechanically compact loose fill before finish grading.
G. Finish Grading: Hand rake to a uniformly smooth finished surface and to required elevations.

3.4 FIELD QUALITY CONTROL
A. Testing Agency: Engage a qualified testing agency to perform tests.
B. Perform the following tests with the assistance of a factory-authorized service representative:

1. Perform "Installed Surface Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.

C. Playground protective surfacing will be considered defective if it does not pass tests.

D. Prepare test reports.

END OF SECTION 32 18 16.13
PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. Site Earthwork - Section 31 00 00
B. Construction Drawings.

1.2 SUMMARY

A. Boulders
B. Hand water pump
C. Vertical log edging
D. Horizontal log edging
E. Play Tunnel
F. Wood structures (Arbor, Stage, Platforms, Tree Platform, Play Fence)
G. Garden Shed
H. Large format flagstone pavers
I. Stone drip edge

1.3 QUALITY ASSURANCE

A. Comply with all applicable manufacturer instructions, local, State, and federal requirements regarding materials and methods of work.

B. Installer qualifications: Engage an experienced installer who has at least three years’ experience and has successfully completed projects with the same material and of similar scope of that indicated for this project with a successful construction record of in-service performance.

1.4 SUBMITTALS

A. Product Data and Manufacturer’s information: Submit shop drawings and installation information for:
   1. Yard hydrant- product data & install shop drawing
   2. Shop Drawings for Arbor, Stage, Tree Platform (west), Play Fence
PART 2 - PRODUCTS

2.1 MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with the ground and Use Category UC4a for items in contact with the ground. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber.
   1. Species: spruce-pine-fir; NLGA
   2. White cedar: Northern white cedar clear grade occasional knot.
   3. Preservative Chemicals: Micronized Copper Azole, MCA

2.2 DESCRIPTION

A. Boulders:
   1. Boulders shall be weathered, matching in color, appearance, shape and texture. Boulders must be free of scars, gouges and other marks from mechanical sources. Selected boulders shall have smooth edges or the ability to bury or remove sharp angles.
      a. Small: 2’ tall x 2’ wide (2’ diameter)
      b. Large: 30’-36” tall x 30”x36” wide (3’ diameter)
   2. Natural variations and markings which are characteristics of the stone and do not impair strength or appearance are acceptable. Provide only sound stone, free from defects detrimental to appearance and durability.

2.2 HAND WATER PUMP

A. Campbell Frost Proof Yard Hydrant or approved equal.

2.3 VERTICAL LOG RETAINING WALLS AND VERTICAL LOGS IN EDGING

A. Logs shall be very rot resistant hardwood varieties (including Black Locust, Cedar, White Oak), 6-inch minimum diameter.

2.4 HORIZONTAL LOG EDGING

A. Logs shall be hardwood varieties- 8” diameter minimum
   B. Length: 3-foot minimum

2.5 PLAY TUNNEL

A. Tunnel shall be ADS N-12, 30-inch diameter smooth interior corrugated pipe.
   B. Supplier shall be ADS Pipe, 44 Pine Aire Way, Winthrop, ME (207) 450.9987 or approved equal.
   C. Wood frame shall be very rot resistant varieties including (Black Locust, Cedar (posts), White Oak), 6 inch -8 inch diameter with ends angled.
2.6 WOOD STRUCTURES
   A. Fabricate to dimensions, profiles and details indicted with smooth white cedar or hemlock members or sizes indicated. Fasten components with hot-dipped galvanized fasteners.

2.7 FLAGSTONE LARGE FORMAT PAVERS
   A. Stone shall be natural cleft finish, irregular shapes
   B. Old Chester Flagstone provided by Swenson Granite or approved equal

2.8 DRIP EDGE STONE
   A. Smooth, washed stone, 1-2 inch diameter, uniform color, from one source throughout.

2.9 TREE PLATFORM (West side)
   A. Tree platform shall consist of a 5’ dia +/- hexagonal wood platform at 18 inches +/- above ground at access location. Platform shall have steps, railings, access from ground level and poured concrete footings. The contractor shall provide sketch of proposed structure and work with Project Landscape Architect to detail.

2.10 GARDEN SHED
   A. Wood framed 8’x12’ salt box style structure on 6x6 skids with wood siding and roof shingles.
   B. Manufacturer: Hammond Lumber; email: Jeff Rackliff: JRackliff@hammondlumber.com or approved equal

2.11 CONCRETE PAVERS (SALVAGED)
   A. Salvaged concrete pavers to be evaluated for reuse. Heavily pitted, broken, damaged pavers shall not be reset.
   B. Coordinate with project landscape architect regarding quantity of reusable pavers and final paver layout.

PART 3 - EXECUTION

3.1 INSPECTION
   A. Examine substrate and installation conditions for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.
   B. Do not build on frozen ground.
3.2 PREPARATION

A. Comply with manufacturers written installation instructions unless more stringent requirements are indicated. Establish lines, levels, and approximate grades. Install site improvements level, plumb, true, and securely anchored at locations indicated on Drawings.
1. Finish grade and prepare adjacent surfacing as shown on plans.

3.3 INSTALLATION

A. Install all items plumb, level and secure according to manufacturers written instructions and Drawings. Adjust, level anchor to provide stable installation.

3.4 BOULDERS AND CLIMBING ROCKS

A. Excavate material as necessary to set boulders minimum 1/3 diameter into ground and on existing base material. Compact base material as necessary.
B. Set boulders in accordance with grading plan and site details. Set boulders plumb, level and in alignment. Use care in moving to avoid scratching, chipping or gouging the surfaces. Adjust elevations of boulders by shimming as necessary.
C. Backfill around boulders with excavated material and grade adjacent areas as shown on grading plan and site details.

3.5 CONCRETE PAVERS (SALVAGED)

A. Installation of pavers shall be performed by skilled workers with experience installing specified product on a complete project of comparable scale and quality.
B. Set paving units on a level surface in the pattern indicated on the drawings.
C. Vibrate paving units to their final level with three or more passes of a vibrating plate compactor.
D. After first vibration, brush ½ inch concrete sand over the surface and vibrate into the joints with additional passes of the plate vibrator. Continue procedure as many times as required to completely fill joints. When joints are completely filled, sweep surface free of excess sand.
E. After final vibration, surface shall be true to grade and shall not vary by more than ½ inch when tested with a 10'-0’ straightedge at any location on the surface. Any deviations shall be corrected by removing the necessary pavers, adjusting the setting bed and repeating steps 1 through 4 above.
F. Coordinate with project landscape architect regarding quantity of reusable pavers and final paver layout.

3.6 PLAY TUNNEL (East side)
A. Excavate material as necessary to set wood tunnel as shown on layout plan and site detail. Compact base material as necessary.

B. Set tunnel in accordance with plan and site details. Set tunnel level.

C. Backfill around tunnel with excavated material and grade adjacent areas as shown on grading plan and site details.

D. Finish grade and prepare adjacent surfacing as shown on plans.

3.7 STONE DRIP EDGE

A. Install stones in uniform layer to thickness and width indicated.

3.8 CLEANING

A. Clean visible surfaces and repair or replace damaged items

END OF SECTION 32 30 00
SECTION 32 31 00
FENCES AND GATES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work under this section includes furnishing and installing:
   1. Commercial Grade Chain link Fence with thermally-bonded and fused polymer color coating
   2. Auto latch/ Child proof latch
   3. Concrete for post footings

B. Related work:
   1. Section 31 05 12, Site Earthwork.

1.2 SUBMITTALS

A. General: Submit the following:
   1. Shop Drawings: Layout of fence and gates with dimensions, installation details, and finishes of component accessories and post foundations.
   2. Product Data: In the form of manufacturer’s technical data, specifications, and installations for fence posts, gate uprights, post caps, gates, gate hardware/childproof latch and accessories

1.3 QUALITY ASSURANCE

A. Installer qualifications: Engage an experienced installer who has at least three years’ experience and has successfully completed projects with the same material and of similar scope of that indicated for this project with a successful construction record of in-service performance.

B. Single-Source Responsibility: Obtain metal fences and gates, including accessories, fittings and fastenings from a single source.

1.4 DELIVERY

A. Package, handle, deliver and store access fencing at the project site in a manner that will avoid damage.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for fences and gates shown on the drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

1.6 WARRANTY

A. Manufacturer’s Warranty: 30-year non-prorated limited warranty as it applies to commercial applications.
PART 2 - PRODUCTS

2.1 MANUFACTURER:

A. Chain Link Fence and gates per plan as provided by All Around Fence Co., Belgrade, ME, 207-495-2300, info@allaroundfencecompany.com. Product of other manufacturers may be considered subject to compliance with the requirements as judged by the Landscape Architect and or Owner’s Representative.

B. Auto latch Childproof Latch (at each gate)

2.2 MATERIALS:

A. 4’ Chain Link Fence:
1. Posts: 2 3/8” O.D. Terminal/End/Corner; 1 7/8” O.D. Line
2. Fabric: 9GA x 2” Mesh- PVC Coated, BLACK
3. Top rail: 1 5/8” O.D.
4. Post Caps: Dome Style
5. Ties: 9GA Aluminum
6. Footings: Terminal posts 42” deep x 12”; Line Posts 36” x 10”
7. Concrete: 3000 PSI

B. Auto Latch/Child-Proof Latch:

C. Allow gate to swing both ways

D. Can be padlocked form either side

E. Self-latching

PART 3 - EXECUTION

3.1 EXAMINATION:

A. Verify areas to receive fencing are completed to final grades and elevations.

B. Ensure property lines and legal boundaries of work are clearly established.

3.2 INSTALLATION:

A. Chain Link Fence, Gates and latches.
1. Contractor shall place and install fence and gate sections and auto latch in quantity and sizes as shown on drawings and per manufacturer requirements.

3.3 CLEANING:

A. Clean up debris and unused material and remove from site.

END OF SECTION 32 31 00

UMF – Landscape – Playground
Early Childhood Education Center 32 31 00 – 2 Fences and Gates
SECTION 32 91 19
SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work under this section shall include all labor, materials, services, equipment and accessories necessary to furnish and install turf in accordance with the specifications and applicable Drawings.

B. Related work:
   1. Section 31 00 00, Site Earthwork.
   2. Section 32 91 00, Planting Preparation

1.2 SUBMITTALS

A. Tests specified in this Section shall be paid for by the Contractor. **Certifications required must be submitted to the Landscape Architect and or Owner's Representative for approval before use of materials on the site.**

B. The Contractor shall be required to take representative soil samples of the topsoil to be provided from several locations (on-site) in the area(s) under consideration for testing. Imported topsoil shall also require test results prior to placement. Tests shall be made by a State Commercial Soil Testing Laboratory using methods approved by the Association of Official Agricultural Chemist or the State Agricultural Experiment Station, or by the University of Maine at Orono. Testing shall include chemical balance (pH) **as well as organic content.** The required pH level shall be between 6.6-7.3% and the organic content shall be between 6.5-8%.

C. The Contractor shall provide testing data for composted soil amendment if required to supplement the required minimum organic content.

E. The Contractor shall provide the Dealer’s Guarantee Statement for grass seed mix.

1.3 QUALITY ASSURANCE

A. Workmanship: Perform work in accordance with the best standards of practice for Landscape work and under the continual supervision of a competent foreman capable of interpreting the Drawings and Specifications.

B. Any and all substitutions due to unavailability must be requested in writing prior to confirmation of ordering.

C. Certificate of Acceptability: Inspection of the work covered by this Section to determine completion of the work involved will be made at the conclusion of the Maintenance Period upon written notice requesting such inspection submitted by the Landscape Contractor at least ten (10) days prior to the anticipated date. The condition of turf will
be noted and determination made by the Landscape Architect whether maintenance shall continue.

1.4 GUARANTEE

A. Turf shall be guaranteed for one (1) full year after certification of acceptability by the Landscape Architect and shall be alive and in satisfactory growth at the end of the guarantee period, except for damage resulting from causes beyond the responsibility of the Contractor. The Contractor shall provide the Owner with a written guarantee upon certification of acceptability. For plant material in question at the end of the guarantee, the Landscape Architect, Owner and Contractor shall determine a reasonable extension of the guarantee period.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Topsoil - The Contractor shall furnish and place topsoil to give the specified depths. The Contractor shall furnish and place 6 inches under all turf areas. Natural loam topsoil shall be of uniform quality, free from hard clods, still clay, hard pan sods, stones over ¾ inches and undesirable inorganic materials. The Owner and/or Landscape Architect reserves the right to reject on or after delivery any materials which do not, in his or her opinion, meet these Specifications.

B. Topsoil shall be obtained from a previously established stockpile on the site to the extent that suitable material is available. Additional topsoil required shall be obtained from off-site sources.

C. Topsoil, whether stripped from the site or supplied form off-site, shall be sandy-loam as defined by the USDA Soil Conservation Service. Organic matter content shall be 4-12% of total dry weight.

D. Additives:
   1. Humus - Ground or shredded peat that has been stockpiled at least one year prior to use, or commercial bagged peat.
   2. Manure - Well-rotted unleached stable manure with no more that 25% straw, shavings, or sawdust content. A mixture of one (1) cubic yard of peat humus or peat moss and 100 lbs. of commercial dehydrated-bagged manure such as Bovung or Spurigon may be used.
   3. Lime - Commercial ground lime with no less than 85% total carbonates, 50% passing a 100 mesh sieve and 90% passing a 200 mesh sieve as approved by the Landscape Architect. Coarser material will be accepted provided that specific rates of application increased proportionately.
   4. Compost soil amendment – Compost shall be highly organic dark brown to black containing 6-10% organic matter, tested on a dry weight basis with pH between 6.0-8.0; free of plants, roots, debris; other extraneous matter >1 in. diameter and shall be uncontaminated by foreign matter or substances harmful to plant growth. Do not use soil for planting while in a frozen or muddy condition. Compost shall conform to EPA Chapter 40 CFR 503 (pathogen, metals and vector attraction.
reduction) as well as applicable state regulations. Compost/manure shall be well-composted and free of unwanted weed seed.

E. Grass Seed
   1. Grass Seed mixtures shall be fresh, clean, new crop seed. Seed may be mixed by an approved method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers which shall bear the dealer's guaranteed statement of the composition of the mixture and the percentage of purity of each variety. The Dealer's Guarantee Statement shall be delivered to the Landscape Architect.
   2. Grass seed mixture for Lawn Areas shall be of the following types of seed:

      Cottage Mix by Allen, Sterling & Lothrop or approved equal
      
      30% Creeping Red Fescue
      30% Tall Fescue
      20% Perennial Ryegrass
      15% Annual Ryegrass

   3. Seed mixture for the inner circle (east side) shall be of the following types of seed

      New England Erosion Control/Restoration Mix for dry sites by New England
      Wetland Plants, Inc or approved equal

      Canada Wild Rye
      Red Fescue
      Perennial Ryegrass
      Annual Ryegrass
      Little Bluestem
      Switch Grass
      Indian Grass

F. Sod - Sod shall be well-established turf of even thickness consisting of a Bluegrass blend, 90% Bluegrass and 10% Fescue. Sod shall be as provided by Winding Brook Sod Farm, Lyman, Maine or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

   A. Pre-Plant Weed Control
      1. Herbicide use is not permitted. If live perennial weeds exist on site at the beginning of work, bag and remove weeds from the site.
      2. Maintain site weed free until final acceptance by Owner utilizing mechanical and manual methods.

   B. Loaming and Seeding
      1. Conduct planting operations under favorable weather conditions. Areas not required to be developed otherwise shall be seeded to turf.
2. Compost Manufactured Topsoil – The soil (source material) shall be free of lumps, plants, weeds, roots and other debris over 2 inches in any dimension and free of stones over inch in any dimension. The organic compost shall be uniformly incorporated into the loam source by rolling and tumbling, by a front-end loader or by processing in a mixing plant. The material shall be mixed sufficiently to produce a homogenous soil, free of lumps and clods. In addition to the requirements for the compost amendment, the Contractor shall provide documentation that the recommended rate of fertilizer, per the testing analysis, has been applied to lawn areas prior to seeding.

3. Prior to placing loam, scarify subgrade areas; remove all rocks over two (2) inches and debris; and set grade stakes as necessary. Place topsoil evenly over all areas to be loamed to a minimum thickness of six (6) inches. Hand rake to remove clods, lumps, brush, roots, and stones over ¾ inches in diameter. Hand roll to show depressions and uneven grades. Regrade as necessary to obtain smooth, even grades. Surplus topsoil shall become the property of the Contractor and shall be removed off the site.

4. Apply additives (lime, fertilizer, compost etc.) as per the recommendation of the testing lab. Apply additives and harrow into top two (2) inches of the seedbed.

5. Sow seed specified by use of a mechanical spreader at the rates specified. Rake lightly in; roll with 200 lb. roller and water with a fine spray. Avoid spreading of grass seed mix in all designated planting beds.

6. Following compaction, apply a one- (1) inch layer of straw to hasten germination.

7. Full even growth in all areas must be guaranteed. The maintenance period shall continue after seeding and until the lawns are certified acceptable by the Landscape Architect. A minimum uniform catch of turf meeting 80% shall be required.

8. Repair damage resulting from erosion, gullies, washouts or other similar causes if such damage occurs before certification of acceptability of turf and planting by the Landscape Architect.

9. Sod - After all grading has been completed, the soil shall be irrigated within 12-24 hours before laying the sod. Sod shall not be laid on soil that is dry and powdery.

10. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote a uniform growth and strength. Care shall be exercised to insure that the sod is not stretched or overlapped and that all joints are butted tight in order to prevent voids which cause air drying of the roots.

11. The Contractor shall water sod immediately after installation to prevent drying during progress of the work. It shall then be thoroughly irrigated to a depth sufficient that the underside of the new sod pad and soil immediately below the sod is thoroughly wet.

12. Rolling of the sod shall be required to properly join sod to the bed after the sod is installed and twenty-four (24) to forty-eight (48) hours after initial watering. The Contractor shall roll the required area with a roller which weights seventy-five (75) to one hundred (100) pounds per square foot of roller width. The completed sod surface shall be true to finish grades as shown on plans and even and firm at all points.

13. Watering
   a. First and Second Week - The Contractor shall provide all labor and arrange for all watering necessary for establishment of the turf. In the
absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first and second week and in sufficient quantities to maintain moist soil to a depth of at least four (4) inches. Watering should be done during the heat of the day to help prevent wilting.

b. Watering shall continue to be the responsibility of the Contractor until such time as the Owner or project Landscape Architect has certified acceptance of lawn areas.

3.2 MAINTENANCE

A. General - Maintenance shall begin immediately after each portion of seed and each plant is planted and shall continue in accordance with the following:

1. Lawns: The Contractor shall be responsible for establishing a uniform stand of the specified seed and until a Certification of Acceptability is received. No bare spots shall be allowed. After the seed has started, all areas and parts of areas that fail to show a uniform stand of grass, for any reason whatsoever, shall be seeded or sodded repeatedly until all areas are covered with a satisfactory growth of grass. The Contractor shall be responsible for the first two (2) mowings.

2. Protection: Planting areas and plants shall be protected against trespassing and damage of any kind. If any plants become damaged or injuries occur, they shall be treated or replaced as directed.

3. Damage: Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by filling with topsoil, tamping, re-fertilizing, and sodding by the Contractor at his own expense if such damage occurs prior to certification of acceptability of turf and plantings by the Landscape Architect.

4. Responsibility: The Contractor's responsibility for maintenance shall cease at the time of certification of acceptability by the Landscape Architect. During the guarantee period, the Contractor shall be held responsible for making replacements, but no maintenance shall be required, other than spraying and dusting.

3.3 REPLACEMENT

A. At the end of the guarantee period, inspection will be made by the Landscape Architect upon written notice requesting such inspection and shall submitted by the Contractor at least ten (10) days before the anticipated date. Replanting shall be done as soon as conditions permit, but during the normal planting season. Plant items in accordance with these specifications.

3.4 CLEANUP

A. The Landscape Contractor shall remove all debris, construction equipment, excess fill, rocks, and other excess material caused by his work, from the site upon completion of his portion of the work.

END OF SECTION 32 91 19