SECTION 00 01 01

PROJECT MANUAL

ISSUED FOR BID

FOR

University of Maine Farmington - Fitness and Recreation Center Façade Replacement

UNIVERSITY OF MAINE AT FARMINGTON

9/9/2022

Prepared by:

Thomas Perkins, PE

END OF SECTION 00 01 01
Architectural Engineer

Architectural, Bid and Contract Administration
## PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

#### Introductory Information

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 01</td>
<td>Project Title Page</td>
<td>1</td>
</tr>
<tr>
<td>00 01 07</td>
<td>Seals Page</td>
<td>1</td>
</tr>
<tr>
<td>00 01 10</td>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>00 01 15</td>
<td>List of Drawing Sheets</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Procurement Requirements

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 11 13</td>
<td>Advertisement for Bids</td>
<td>1</td>
</tr>
<tr>
<td>00 21 13</td>
<td>Instructions to Bidders</td>
<td>2</td>
</tr>
<tr>
<td>00 41 13</td>
<td>Bid Form</td>
<td>1</td>
</tr>
<tr>
<td>00 43 13</td>
<td>Bid Security Form</td>
<td>2</td>
</tr>
</tbody>
</table>

#### Contracting Requirements

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 51 00</td>
<td>Notice of Award</td>
<td>1</td>
</tr>
<tr>
<td>00 52 13</td>
<td>Construction Contract Agreement Form</td>
<td>2</td>
</tr>
<tr>
<td>00 61 13.13</td>
<td>Performance Bond Form</td>
<td>1</td>
</tr>
<tr>
<td>00 61 13.16</td>
<td>Payment Bond Form</td>
<td>1</td>
</tr>
<tr>
<td>00 62 16</td>
<td>G715 Supplemental Attachment for ACORD Certificate of Insurance</td>
<td>2</td>
</tr>
<tr>
<td>00 62 16.10</td>
<td>Certificate of Liability Insurance (ACORD)</td>
<td>2</td>
</tr>
<tr>
<td>00 62 16.11</td>
<td>Commercial General Liability Coverage Form (ISO CG 00 01 12 04)</td>
<td>15</td>
</tr>
<tr>
<td>00 62 16.12</td>
<td>Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (ISO CG 20 10 07 04)</td>
<td>1</td>
</tr>
<tr>
<td>00 62 16.13</td>
<td>Additional Insured – Owners, Lessees or Contractors – Completed Operations (ISO CG 20 37 07 04)</td>
<td>1</td>
</tr>
<tr>
<td>00 62 73</td>
<td>G703 Schedule of Values Form (Continuation Sheet)</td>
<td>1</td>
</tr>
<tr>
<td>00 62 76</td>
<td>G702 Application for Payment Form</td>
<td>1</td>
</tr>
<tr>
<td>00 62 76.13</td>
<td>Sales Tax Form</td>
<td>1</td>
</tr>
<tr>
<td>00 62 76.14</td>
<td>Tax Exempt Certificate</td>
<td>1</td>
</tr>
<tr>
<td>00 62 76.16</td>
<td>G707A Consent of Surety to Reduction in or Partial Release of Retainage Form</td>
<td>1</td>
</tr>
<tr>
<td>00 62 79</td>
<td>Stored Material Form</td>
<td>2</td>
</tr>
<tr>
<td>00 63 14</td>
<td>G716 Request for Information Form</td>
<td>1</td>
</tr>
<tr>
<td>00 63 33</td>
<td>G710 Architect’s Supplemental Instructions Form</td>
<td>1</td>
</tr>
<tr>
<td>00 63 46</td>
<td>G714 Construction Change Directive Form</td>
<td>1</td>
</tr>
<tr>
<td>00 63 57</td>
<td>G709 Proposal Request Form</td>
<td>1</td>
</tr>
<tr>
<td>00 63 63</td>
<td>G701 Change Order Form</td>
<td>1</td>
</tr>
<tr>
<td>00 65 16</td>
<td>G704 Certificate of Substantial Completion Form</td>
<td>1</td>
</tr>
<tr>
<td>00 65 19</td>
<td>Certificate of Completion Form</td>
<td>1</td>
</tr>
<tr>
<td>00 65 19.13</td>
<td>G706 Contractor’s Affidavit of Payment of Debts and Claims Form</td>
<td>1</td>
</tr>
<tr>
<td>00 65 19.16</td>
<td>G706A Contractor’s Affidavit of Release of Liens Form</td>
<td>1</td>
</tr>
<tr>
<td>00 65 19.17</td>
<td>Waiver of Lien</td>
<td>1</td>
</tr>
<tr>
<td>00 65 19.18</td>
<td>Subcontractor/Supplier Conditional Release and Waiver of Lien</td>
<td>2</td>
</tr>
<tr>
<td>00 65 19.19</td>
<td>G707 Consent of Surety to Final Payment Form</td>
<td>1</td>
</tr>
<tr>
<td>00 72 00</td>
<td>A201 General Conditions of the Contract for Construction</td>
<td>43</td>
</tr>
<tr>
<td>00 73 00.11</td>
<td>Schedule of Liquidated Damages</td>
<td>1</td>
</tr>
<tr>
<td>00 73 16</td>
<td>Insurance Requirements – A101 Exhibit A Insurance and Bonds</td>
<td>8</td>
</tr>
<tr>
<td>00 73 46</td>
<td>Wage Determination Schedule</td>
<td>1</td>
</tr>
</tbody>
</table>

## SPECIFICATIONS GROUP

### GENERAL REQUIREMENTS SUBGROUP

#### DIVISION 01 – GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 11 00</td>
<td>Summary of Work</td>
<td>1</td>
</tr>
<tr>
<td>01 14 00</td>
<td>Work Restrictions</td>
<td>1</td>
</tr>
<tr>
<td>01 29 00</td>
<td>Payment Procedures</td>
<td>4</td>
</tr>
<tr>
<td>01 33 00</td>
<td>Submittal Procedures</td>
<td>2</td>
</tr>
<tr>
<td>Division</td>
<td>Description</td>
<td>Page</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td>------</td>
</tr>
<tr>
<td>01 77 00</td>
<td>Closeout Procedures</td>
<td>2</td>
</tr>
<tr>
<td>FACILITY CONSTRUCTION SUBGROUP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 41 19</td>
<td>Selective Demolition</td>
<td>5</td>
</tr>
<tr>
<td>DIVISION 06 – WOOD, PLASTIC AND COMPOSITES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06 10 00</td>
<td>Rough Carpentry</td>
<td>8</td>
</tr>
<tr>
<td>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07 21 00</td>
<td>Thermal Insulation</td>
<td>5</td>
</tr>
<tr>
<td>07 42 13.19</td>
<td>Insulated Metal Wall Panels</td>
<td>10</td>
</tr>
<tr>
<td>07 42 93</td>
<td>Soffit Panels</td>
<td>9</td>
</tr>
<tr>
<td>07 53 00</td>
<td>Elastomeric Membrane Roofing</td>
<td>6</td>
</tr>
<tr>
<td>07 62 00</td>
<td>Sheet Metal Flashing and Trim</td>
<td>15</td>
</tr>
<tr>
<td>07 71 00</td>
<td>Roof Specialties</td>
<td>7</td>
</tr>
<tr>
<td>07 92 00</td>
<td>Joint Sealants</td>
<td>7</td>
</tr>
<tr>
<td>DIVISION 08 – OPENINGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08 91 19</td>
<td>Fixed Louvers</td>
<td>8</td>
</tr>
<tr>
<td>DIVISION 09 – FINISHES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09 29 00</td>
<td>Gypsum Board</td>
<td>6</td>
</tr>
<tr>
<td>09 91 24</td>
<td>Interior Painting (MPI Standards)</td>
<td>6</td>
</tr>
<tr>
<td>Sheet Title</td>
<td>Sheet Number</td>
<td>Date</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>FLOOR PLAN DEMO</td>
<td>AD100</td>
<td>9/9/22</td>
</tr>
<tr>
<td>EXTERIOR ELEVATIONS DEMO</td>
<td>AD200</td>
<td>9/9/22</td>
</tr>
<tr>
<td>SECTIONS</td>
<td>AD300</td>
<td>9/9/22</td>
</tr>
<tr>
<td>SECTIONS</td>
<td>AD301</td>
<td>9/9/22</td>
</tr>
<tr>
<td>PROPOSED FLOOR PLAN</td>
<td>A100</td>
<td>9/9/22</td>
</tr>
<tr>
<td>PROPOSED FAÇADE PRODUCT REFERENCES</td>
<td>A200</td>
<td>9/9/22</td>
</tr>
<tr>
<td>PROPOSED EXTERIOR ELEVATIONS</td>
<td>A201</td>
<td>9/9/22</td>
</tr>
<tr>
<td>PROPOSED SECTIONS</td>
<td>A300</td>
<td>9/9/22</td>
</tr>
<tr>
<td>PROPOSED SECTIONS</td>
<td>A301</td>
<td>9/9/22</td>
</tr>
</tbody>
</table>

END OF SECTION 00 01 15
Bids for: **FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT**

Shall be submitted electronically to cppmquestions@maine.edu

With the following Email Subject Line: **University of Maine Farmington - Fitness and Recreation Center Façade Replacement**

Bids will be received until **3:00 PM on October 19th, 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/88575246285?pwd=cEo3MVAvZlVkelRDV2hSOXU0My9EUT09#success
Password: 884355
Or via telephone US: +1 564-217-2000
Meeting ID: 88575246285
Phone Password: 884355

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

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

Electronic Bid Submission Requirements:
A **SIGNED** virus-free electronic bid form must be submitted as follows:
- The bid and bid bond must be submitted electronically as a single PDF file to the email address shown above.
- Electronic submission must be received by the required **Date/Time** reflected above.

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

Bidders may attend a non-mandatory pre-bid meeting on September 27th, 2022 at 10:00am. Attendees are to meet in the Facilities Management office located at 147 Farmington Falls Road, Farmington, ME. Face coverings will be required inside the building. Copies of plans and specifications will not be available at the pre-bid meeting. Acquiring or reviewing plans and specifications prior to the meeting is advised.

**Project Summary**: Demolition all exterior wall façade material including vinyl siding, brick façade, louvers, and wall insulation in its entirety down to existing steel studs. Replace with new insulation, louvers, and insulated metal panels. Demolition and replacement of interior gypsum wallboard at all water damaged locations.

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 **5pm on October 7th, 2022**, via email to Thomas Perkins, PE; tperkins@dirigoae.com. Responses to the questions will be provided by 5:00 PM on October 12th, 2022.
The University of Maine System is an EEO/AA institution and does not discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender expression, national origin, citizenship status, age, disability, genetic information or veteran’s status in employment, education, and all other programs and activities. The following person has been designated to handle inquiries regarding non-discrimination policies: Director of Equal Opportunity, 101 Boudreau Hall, University of Maine, Orono, ME 04469-5754, 207.581.1226, TTY 711 (Maine Relay System). The University provides reasonable accommodations to qualified individuals with disabilities upon request. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to same.

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

END OF SECTION 00 21 13
SECTION 00 41 13
BID FORM – SHORT FORM

BIDDER: __________________ __________________
Physical/Street Address ___________________________________________________
City, State ZIP ___________________ ________________________________

University Services: Facilities Management and General Services
Mark Russell, Project Manager
70 Falmouth Street, Rm 009
Portland, Maine, 04104

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT, 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 ($_________________).

UNIT PRICE ITEMS:

The undersigned agrees to perform additional work as directed at the following prices:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price per Square Foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. REMOVING AND REPLACING GYPSUM WALLBOARD FROM WATER DAMAGE AT EACH BUTTRESS AS REQUIRED</td>
<td>__________________</td>
</tr>
<tr>
<td>2. REMOVE EXISTING ROTTED WOOD FASCIA AND SOFFITS. REPLACE WITH NEW METAL WRAPPED MATERIAL</td>
<td>__________________</td>
</tr>
</tbody>
</table>

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_________
ADDENDUM #_______ DATED_________ ADDENDUM #_______ DATED_________

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

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

The undersigned agrees, if awarded the Contract, to substantially complete the work on or before January 3, 2024. The undersigned also agrees, if awarded the Contract, that no more than 80% of the contract amount will be sublet to other contractors.
Signed (by individual authorized to sign contract) ________________________________

By (printed name & title) ______________________________________ Phone _________

PO Box (if applicable) ______________________________________ Email ______________

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

END OF SECTION 00 41 13
SECTION 00 43 13

BID SECURITY FORM

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

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY OF
MAINE SYSTEM, BY AND THROUGH THE UNIVERSITY OF MAINE AT FARMINGTON, a certain
proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT.

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

University of Maine Farmington - Fitness
and Recreation Center Façade Replacement 00 43 13 – 1 Bid Security Form
DATE

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

RE: NOTICE OF AWARD – FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT 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 Mark Russell in the Office of Facilities Management. 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 Engineer, Thomas Perkins, PE. All correspondence relative to the day-to-day administration of the project should be directed to Thomas Perkins, PE; 207-225-3040; tperkins@dirigoae.com.

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
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 FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT, prepared by Thomas Perkins, PE acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

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

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

ARTICLE 3: THE CONTRACT SUM

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

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

<table>
<thead>
<tr>
<th>Item #1</th>
<th>#2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per SF</td>
<td>Price per SF</td>
</tr>
<tr>
<td>1. REMOVING AND REPLACING GYPSUM WALLBOARD FROM WATER DAMAGE AT EACH BUTTRESS AS REQUIRED</td>
<td>2. REMOVE EXISTING ROTTED WOOD FASCIA AND SOFFITS. REPLACE WITH NEW METAL WRAPPED MATERIAL</td>
</tr>
</tbody>
</table>

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 University of Maine Farmington - Fitness and Recreation Center Façade Replacement
Owner.

.3 AIA A101 – 2017, Exhibit A, Insurance and Bonds, as modified by the Owner.

.4 The Specifications as outlined in the Project Manual: University of Maine Farmington - Fitness and Recreation Center Façade Replacement, dated 9.9.22.

.5 The Drawings as listed in the Project Manual.

ARTICLE 5: OWNER’S REPRESENTATIVES

The Owner’s Representative on this project will be Thomas Perkins, PE, 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 Mark Russell.

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

KNOW ALL BY THESE PRESENTS THAT (1) ____________________________, (2) ____________________________, and (3) ____________________________, as principal, are hereby 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, 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**
SECTION 00 61 13.16
PAYMENT BOND FORM

Bond No.

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

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

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

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

WITNESSES: SIGNATURES:

LS

LS

LS

Bonding Company Agent:

Company: __________________________________________

Street: ____________________________________________

City, State, Zip: ____________________________________

Telephone: ________________________________________

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

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

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 61 13.16

University of Maine Farmington - Fitness and Recreation Center Façade Replacement 00 61 13.16 – 1 Payment Bond Form
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>
<td>Producer:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
<td>Insured:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>OWNER: (name and address)</td>
<td>ARCHITECT: (name and address)</td>
<td>CONTRACTOR: (name and address)</td>
</tr>
<tr>
<td>University of Maine System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>by and through</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Maine at Farmington</td>
<td></td>
<td></td>
</tr>
<tr>
<td>224 Main Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmington, ME 04938</td>
<td></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>Code</th>
<th>Description</th>
<th>Coverage limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>b</td>
<td>Pollution liability insurance</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Insurance for maritime liability risks associated with the operation of a vessel</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Insurance for the use or operation of manned or unmanned aircraft</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Property insurance</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Railroad protective liability insurance</td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Asbestos abatement liability insurance</td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Insurance for physical damage to property while it is in storage and in transit to the construction site</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

(Authorized Representative)

(Date of Issue)
University of Maine System is named an additional insured under General Liability.

Project:

University of Maine Farmington - Fitness and Recreation Center Façade Replacement
IMPORTANT

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

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

DISCLAIMER

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

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions
This insurance does not apply to:

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

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

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

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

   a. Liability to such party, 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;

(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;

(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

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

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

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

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   
   (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   
   (2) The total of all deductible and self-insured amounts under all other insurance.

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

   c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. "Auto" means:

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

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

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

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

4. "Coverage territory" means:

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

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

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

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

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

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

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

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

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
b. Your fulfilling the terms of the contract or agreement.

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

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
   c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

11. Loading or unloading means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
   d. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

   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 lessee;
   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, alkalies, 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.
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

<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>
<td></td>
</tr>
</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
POrerty NUMBER: 

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Designated Location(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

(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
## G703 Schedule of Values (Continuation Sheet)

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00%</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
TO OWNER: University of Maine System

by and through

University of Maine at Farmington
224 Main Street
Farmington, ME 04938

FROM

CONTRACTOR:

VIA

ARCHITECT:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:

APPLICATION NO:

PERIOD TO:

CONTRACT FOR:

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:

VIA

ARCHITECT:
SALES TAX FORM

DATE: __________________________

VENDOR: ______________________________________

Vendor Name

________________________________________

Vendor Address

________________________________________

Vendor City, State Zip

I hereby certify under penalties of perjury, that:

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

This project is titled: FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT

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
Maine Revenue Services
Augusta, Maine

PERMANENT EXEMPTION CERTIFICATE

This Exemption Certificate is issued under the provisions of Title 36, Part 3 MRSA

UNIVERSITY OF MAINE SYSTEM
16 CENTRAL ST
BANGOR ME 04401-5106

Registration Number:
E19424

Date Effective:
September 13 1997

Date Issued:
December 2 2007

ACTING EXECUTIVE DIRECTOR

This certifies that the organization named above is a school, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

Note to the Organization: This certificate is not to be used in activities that are mainly commercial enterprises including but not limited to purchases of items which will be resold by the organization. A copy of this certificate with the certification completed below must be provided to your vendors in order to purchase goods exempt from tax. It is only necessary to provide one copy to the vendor. Subsequent purchases should indicate that the purchase is exempt from tax. In order to be exempt the sale must be billed directly to and paid for directly by the organization named on the exemption certificate. This certificate cannot be used for purchases when payments are made with cash personal checks or personal credit cards.

Note to the Vendor: This certificate must be taken in good faith from the taxpayer named above. Your good faith may be questioned if you have knowledge of facts which give rise to a reasonable inference that the purchaser is not the holder of the exemption certificate or that the merchandise is not to be used exclusively by the organization. This certificate is valid only if the following certification is completed.

PERMANENT EXEMPTION CERTIFICATE

I HEREBY CERTIFY: That the above exemption certificate is valid that the tangible personal property described herein which I shall purchase from will be used exclusively by the organization named above for purposes for which it is organized.

Description of property to be purchased:

__________________________
Authorized Signature

Date

University of Maine Farmington - Fitness and Recreation Center Façade Replacement

00 62 76.14

Tax Exempt Certificate

N0015610
Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: (Name and address) Samples

ARCHITECT'S PROJECT NUMBER: 

OWNER: 

ARCHITECT: 

CONTRACT FOR: 

SURETY: 

CONTRACTOR: 

SURETY: 

OTHER: 

TO OWNER: (Name and address)
University of Maine System by and through
University of Maine at Farmington
222 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 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>
<td></td>
<td>Item No</td>
<td>Unit Price</td>
<td></td>
</tr>
</tbody>
</table>

Total

Surety__

By: ____________________________

**Power of Attorney Must be Attached**

Attorney-in-Fact

Date: ____________________________

### BILL OF SALE

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

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

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

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

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

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

7. The following information is included with this form:

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

Witness:

__________________________________________

By: __________________________ (SEAL)

Principal/Contractor-Individual

Witness:

__________________________________________

Principal/Contractor-Individual

__________________________________________

__________________________________________

__________________________________________

Attest:

__________________________________________

Principal/Contractor-Corporation

By: __________________________

Secretary

By: __________________________

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

<table>
<thead>
<tr>
<th>PROJECT: (name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>ASI INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Samples</td>
<td>Contract For:</td>
<td>ASI Number:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER: (name and address)</th>
<th>ARCHITECT: (name and address)</th>
<th>CONTRACTOR: (name and address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Maine System by and through University of Maine at Farmington 224 Main Street Farmington, ME 04938</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

ARCHITECT’S Project Number:
Proposal Request Number:
Proposal Request Date:

CONTRACTOR: (name and address)

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

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

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

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE
# Change Order

**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)  

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

---

**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

**CONTRACTOR** *(Firm name)*  
SIGNATURE

**OWNER** *(Firm name)*  
SIGNATURE

**PRINTED NAME AND TITLE**  
DATE

**PRINTED NAME AND TITLE**  
DATE

**PRINTED NAME AND TITLE**  
DATE
Certificate of Substantial Completion

<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>
<td>Certificate Number:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER: (name and address)</th>
<th>ARCHITECT: (name and address)</th>
<th>CONTRACTOR: (name and address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Maine System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>by and through</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Maine at Farmington</td>
<td></td>
<td></td>
</tr>
<tr>
<td>224 Main Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmington, ME 04938</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>CONTRACTOR (Firm Name)</th>
<th>SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OWNER (Firm Name)</th>
<th>SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>
DATE:

PROJECT NAME: FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT

SUBSTANTIAL COMPLETION DATE: JANUARY 3, 2024

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: __________________
Carolyn McDonough
Director of Capital Planning & Project Management
University of Maine System

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

**PROJECT:** *(Name and address)*  
**ARCHITECT**:  
**OWNER**:  
**PROJECT NUMBER**:  
**ARCHITECT**:  
**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 DATE**:  
*G706 - Contractor’s Affidavit of Payment*

### 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*

**BY:** *(Signature of authorized representative)*  
*(Printed name and title)*

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens *(AIA Document G706A).*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:
**Contractor's Affidavit of Release of Liens**

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

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

**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:**

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.

**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: FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT
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: FITNESS AND RECREATION CENTER FAÇADE REPLACEMENT

Project Location: UNIVERSITY OF MAINE AT FARMINGTON

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

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

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

Major sub-subcontractors and suppliers whose contract or purchase order meets or exceeds $5,000 working for said Subcontractor for the period stated above:
SECTION 00 65 19.18

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

Signed:  
Title:  
Firm Name:  

NOTARY

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

_________________________
Signature Notary Public

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

PROJECT: (Name and address) Samples

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACT FOR:

CONTRACTOR: ☐

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

SURETY: ☐

OTHER: ☐

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) on bond of (Insert name and address of 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):
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.

TABLE OF ARTICLES

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

15 CLAIMS AND DISPUTES
INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect’s Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect’s Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect’s Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect’s Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect’s Copyright
1.1.7, 1.5
Architect’s Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect’s Inspections
3.7.4, 4.2.2, 4.2.9, 4.9.2, 8.3.1, 9.2, 9.9.2, 9.10.1, 13.4
Architect’s Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect’s Interpretations
4.2.11, 4.2.12
Architect’s Project Representative
4.2.10
Architect’s Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7.8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect’s Representations
9.4.2, 9.5.1, 9.10.1
Architect’s Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys’ Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

University of Maine Farmington - Fitness and Recreation Center Façade Replacement
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2

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

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3

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

Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 3.7.5, 4.2.8, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 3.7.5, 4.2.8, 9.5.2, 10.2.5, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 8.9.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1

Cleaning Up
3.15, 6.3

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

Commencement of the Work, Definition of
8.1.2

Communications
3.9.1, 4.2.4

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

COMPLETION, PAYMENTS AND
9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

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

Consolidation or Joinder
15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor’s
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1

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

Contract Documents, Definition of
1.1.1

Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of
9.1

Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7.7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR
3

Contractor, Definition of
3.1, 6.1.2

Contractor’s Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor’s Relationship with Separate Contractors and Owner’s Forces 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor’s Relationship with Subcontractors 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor’s Relationship with the Architect 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor’s Representations 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor’s Responsibility for Those Performing the Work 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor’s Review of Contract Documents 3.2
Contractor’s Right to Stop the Work 2.2.2, 9.7
Contractor’s Right to Terminate the Contract 14.1
Contractor’s Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor’s Superintendent 3.9, 10.2.6
Contractor’s Supervision and Construction Procedures 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications 1.5, 2.3.6, 3.11
Copyrights 1.5, 3.17
Correction of Work 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents 1.2
Cost, Definition of 7.3.4
Costs 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching 3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of 8.1.2
Date of Substantial Completion, Definition of 8.1.3
Day, Definition of 8.1.4
Decisions of the Architect 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification 9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission 1.7
Disputes 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site 3.11
Drawings, Definition of 1.1.5
Drawings and Specifications, Use and Ownership of 3.11
Effective Date of Insurance 8.2.2
Emergencies 10.4, 14.1.1.2, 15.1.5
Employees, Contractor’s 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1
Governing Law
13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4
Injunctions
3.1.2, 3.2.2, 3.2.3, 3.2.4, 3.2.6, 4.2.2, 4.2.6, 9.7.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor’s Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner’s Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5.3, 12.10, 13.10.1, 13.17, 13.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 10.2, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic’s Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS

13
MODIFICATIONS, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

MUTUAL RESPONSIBILITY

6.2
NONCONFORMING WORK, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

NOTICE
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

NOTICE OF CLAIMS
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6,
15.2.8, 15.3.2, 15.4.1

NOTICE OF TESTING AND INSPECTIONS
13.4.1, 13.4.2

OBSERVATION, Contractor’s
3.2, 3.7.4

OCCUPANCY
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

OWNER, Definition of
2.1.1

OWNER, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4

OWNER, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

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

OWNER’S INSURANCE
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

OWNER’S RIGHT TO CARRY OUT THE WORK
2.5, 14.2.2

OWNER’S RIGHT TO CLEAN UP
6.3

OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO
AWARD SEPARATE CONTRACTS
6.1

OWNER’S RIGHT TO STOP THE WORK
2.4

OWNER’S RIGHT TO SUSPEND THE WORK
14.3

OWNER’S RIGHT TO TERMINATE THE CONTRACT
14.2, 14.4

OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS
AND OTHER INSTRUMENTS OF SERVICE
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

PARTIAL OCCUPANCY OR USE
9.6.6, 9.9

PATCHING, CUTTING AND
3.14, 6.2.5

PATENTS
3.17

PAYMENT, APPLICATIONS FOR
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

PAYMENT, CERTIFICATES FOR
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

PAYMENT, FAILURE OF
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

PAYMENT, FINAL
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

PAYMENT BOND, PERFORMANCE BOND AND
7.3.4.4, 9.6.7, 9.10.3, 11.1.2

PAYMENTS, PROGRESS
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION
9

Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB
10.3.1

PERFORMANCE BOND AND PAYMENT BOND
7.3.4.4, 9.6.7, 9.10.3, 11.1.2

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF
10

Polychlorinated Biphenyl
10.3.1

PRODUCT DATA, Definition of
3.12.2

PRODUCT DATA AND SAMPLES, SHOP DRAWINGS
3.11, 3.12, 4.2.7

PROGRESS AND COMPLETION
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

PROGRESS PAYMENTS
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

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

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

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

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

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, 11.3

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

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

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

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1
ARTICLE 1  GENERAL PROVISIONS
§ 1.1 Basic Definitions
§ 1.1.1 The Contract Documents
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

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

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

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

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

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

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

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

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. 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.

University of Maine Farmington - Fitness and Recreation Center Façade Replacement
00 73 16 - 12
A201 - General Conditions of the Contract

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

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

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

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

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

§ 2.4 Owner’s Right to Stop the Work

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

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

ARTICLE 3 CONTRACTOR

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

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

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

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors.
§ 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
§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.12.11 The Architect’s review of the Contractor’s submittals will be limited to examination of an initial submission and two (2) resubmittals. The 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.
\[1\] The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner’s payment to the Architect.

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made 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 sub 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 responsibly in submitting names as required.
§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

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

§ 5.4 Contingent Assignment of Subcontracts
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.1.4 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.
.4 For each Subcontractor involved, for Work performed by the Subcontractor’s Sub-subcontractors, 10% of the amount due the Sub-subcontractor.

.5 Costs to which overhead and profit is to be applied shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,

.4 Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.

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

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

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

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

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

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

§ 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 corrections 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 Contractor 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
§ 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 accordance 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. 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: University of Maine Farmington - Fitness and Recreation Center façade replacement 00 73 16 - 31

A201 - General Conditions of the Contract
may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.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 neither has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

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

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.
§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor’s Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

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

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

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

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

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

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

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

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

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

American Institute of Architects. All rights reserved. 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:
University of Maine Farmington - Fitness and Recreation Center Façade Replacement

Init. / 00 73 16 - 36 36
ARTICLE 12  UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
.3 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;
§ 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...
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 to 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.
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 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 From More Than</th>
<th>To and Including</th>
<th>Per Diem Amount of Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$100,000</td>
<td>$500</td>
</tr>
<tr>
<td>$100,000</td>
<td>$300,000</td>
<td>$675</td>
</tr>
<tr>
<td>$300,000</td>
<td>$500,000</td>
<td>$750</td>
</tr>
<tr>
<td>$500,000</td>
<td>$1,000,000</td>
<td>$825</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$2,000,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>$4,000,000</td>
<td>$1,250</td>
</tr>
<tr>
<td>$4,000,000</td>
<td>and more</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

END OF SECTION 00 73 00.11
Insurance and Bonds

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

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

THE OWNER:
(Name, legal status and address)

University of Maine System
by and through
University of Maine at Farmington
224 Main Street
Farmington, ME 04938

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL
The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE
§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.
§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.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. Property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

<table>
<thead>
<tr>
<th>Causes of Loss</th>
<th>Sub-Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ A.2.3.1.2 Specific Required Coverages.</td>
<td></td>
</tr>
<tr>
<td>§ 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.</td>
<td></td>
</tr>
</tbody>
</table>

§ 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 Project prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of
coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-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.)

Coverage Limits

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

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

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

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

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

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

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability 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.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Authorization from Administration of the University of Maine System must be obtained thirty (30) days prior to the utilization of the equipment.

§ A.3.3 Contractor’s Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

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

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 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.

<table>
<thead>
<tr>
<th>Type</th>
<th>Penal Sum ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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. 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.

2020 Fair Minimum Wage Rates
Highway & Earth Penobscot County

<table>
<thead>
<tr>
<th>Occupation Title</th>
<th>Minimum Wage</th>
<th>Minimum Benefit</th>
<th>Total</th>
<th>Occupation Title</th>
<th>Minimum Wage</th>
<th>Minimum Benefit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Raker</td>
<td>$15.00</td>
<td>$0.00</td>
<td>$15.00</td>
<td>Laborer (Helpers &amp; Tenders)</td>
<td>$15.00</td>
<td>$0.26</td>
<td>$15.26</td>
</tr>
<tr>
<td>Backhoe Loader Operator</td>
<td>$20.00</td>
<td>$2.60</td>
<td>$22.60</td>
<td>Laborer - Skilled</td>
<td>$16.25</td>
<td>$0.68</td>
<td>$16.93</td>
</tr>
<tr>
<td>Boom Truck (Truck Crane) Operator</td>
<td>$25.00</td>
<td>$4.94</td>
<td>$29.94</td>
<td>Loader Operator - Front-End</td>
<td>$18.00</td>
<td>$3.25</td>
<td>$21.25</td>
</tr>
<tr>
<td>Bulldozer Operator</td>
<td>$19.00</td>
<td>$1.18</td>
<td>$20.18</td>
<td>Mechanic- Maintenance</td>
<td>$21.15</td>
<td>$3.23</td>
<td>$24.38</td>
</tr>
<tr>
<td>Carpenter</td>
<td>$22.46</td>
<td>$2.19</td>
<td>$24.65</td>
<td>Millwright</td>
<td>$29.82</td>
<td>$7.73</td>
<td>$37.55</td>
</tr>
<tr>
<td>Cement Mason/Finisher</td>
<td>$16.00</td>
<td>$4.04</td>
<td>$20.04</td>
<td>Painter</td>
<td>$18.00</td>
<td>$0.45</td>
<td>$18.45</td>
</tr>
<tr>
<td>Crane Operator (&gt;=15 Tons)</td>
<td>$30.00</td>
<td>$7.76</td>
<td>$37.76</td>
<td>Paver Operator</td>
<td>$20.25</td>
<td>$0.47</td>
<td>$20.72</td>
</tr>
<tr>
<td>Crusher Plant Operator</td>
<td>$22.91</td>
<td>$10.21</td>
<td>$33.12</td>
<td>Pipelayer</td>
<td>$23.78</td>
<td>$1.60</td>
<td>$25.38</td>
</tr>
<tr>
<td>Driller - Rock</td>
<td>$12.00</td>
<td>$8.82</td>
<td>$20.82</td>
<td>Plumber (Licensed)</td>
<td>$26.00</td>
<td>$4.50</td>
<td>$30.50</td>
</tr>
<tr>
<td>Electrician - Licensed</td>
<td>$28.00</td>
<td>$6.27</td>
<td>$34.27</td>
<td>Reclaimer Operator</td>
<td>$22.91</td>
<td>$13.25</td>
<td>$36.16</td>
</tr>
<tr>
<td>Electrician Helper/Cable Puller</td>
<td>$18.00</td>
<td>$1.84</td>
<td>$19.84</td>
<td>Roller Operator - Earth</td>
<td>$16.00</td>
<td>$0.24</td>
<td>$16.24</td>
</tr>
<tr>
<td>Elevator Constructor/Installer</td>
<td>$20.00</td>
<td>$1.78</td>
<td>$21.78</td>
<td>Roller Operator - Pavement</td>
<td>$22.91</td>
<td>$13.25</td>
<td>$36.16</td>
</tr>
<tr>
<td>Excavator Operator</td>
<td>$19.91</td>
<td>$1.43</td>
<td>$21.34</td>
<td>Screed/Wheelman</td>
<td>$17.75</td>
<td>$0.24</td>
<td>$17.99</td>
</tr>
<tr>
<td>Fence Setter</td>
<td>$18.00</td>
<td>$1.30</td>
<td>$19.30</td>
<td>Stone Mason</td>
<td>$20.00</td>
<td>$0.42</td>
<td>$20.42</td>
</tr>
<tr>
<td>Flagger</td>
<td>$12.50</td>
<td>$0.00</td>
<td>$12.50</td>
<td>Truck Driver - Light</td>
<td>$16.00</td>
<td>$0.44</td>
<td>$16.44</td>
</tr>
<tr>
<td>Grader/Scraper Operator</td>
<td>$19.50</td>
<td>$1.38</td>
<td>$20.88</td>
<td>Truck Driver - Medium</td>
<td>$17.80</td>
<td>$2.34</td>
<td>$20.14</td>
</tr>
<tr>
<td>Highway Worker/Graderrail Installer</td>
<td>$18.00</td>
<td>$1.54</td>
<td>$19.54</td>
<td>Truck Driver - Heavy</td>
<td>$16.00</td>
<td>$0.26</td>
<td>$16.26</td>
</tr>
<tr>
<td>Hot Top Plant Operator</td>
<td>$22.91</td>
<td>$13.25</td>
<td>$36.16</td>
<td>Truck Driver - Tractor Trailer</td>
<td>$16.50</td>
<td>$0.00</td>
<td>$16.50</td>
</tr>
<tr>
<td>Ironworker - Reinforcing</td>
<td>$29.23</td>
<td>$7.18</td>
<td>$36.41</td>
<td>Truck Driver - Mixer (Cement)</td>
<td>$17.25</td>
<td>$2.26</td>
<td>$19.51</td>
</tr>
<tr>
<td>Ironworker - Structural</td>
<td>$26.01</td>
<td>$22.27</td>
<td>$48.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

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.

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: 12-31-2020
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes the following:
   1. Roles and Responsibilities.
   2. Work covered by the Contract Documents.
   3. Type of the Contract.
   5. Work under other contracts.
   6. Use of premises.
   7. Owner's occupancy requirements.
   8. Work restrictions.
   10. Site Specific Safety Plan.

1.03 ROLES AND RESPONSIBILITIES

A. Owner: University of Maine System for the University of Maine at Farmington

B. Engineer: Dirigo Architectural Engineering, LLC – Thomas Perkins

C. Contractor: TBD

1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:
   1. Project Location: Quebec Street, Farmington, Maine
   2. The scope of work in this project includes:
      a. Demolition all exterior wall façade material including vinyl siding, brick façade, louvers, and wall insulation in its entirety down to existing steel studs. Replace with new insulation, louvers, and insulated metal panels. Demolition and replacement of interior gypsum wallboard at all water damaged locations.

1.05 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.06 WORK SCHEDULE

A. Substantial completion date for the work: January 3rd, 2024.

B. Final completion, including completion of interior punch list items shall be done as indicated in the contract documents.
C. College Break Schedule: not used

1.07 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.08 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Owner Occupancy: Allow for Owner occupancy of rooms and facilities adjacent to the work and use by the public.
   2. Driveways and Entrances: Keep driveways parking, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Campus Tobacco Use Policy: A tobacco-free campus has been established at The University of Maine at Farmington to provide a healthy working and learning environment for the entire campus community.
   1. The University of Maine at Farmington is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.
   2. Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.
   3. It is the shared responsibility of all members of the campus community to respect and abide by this policy. The successful implementation of this policy depends on the courtesy and cooperation of the entire campus community.

1.09 OWNER'S OCCUPANCY REQUIREMENTS – NOT USED

1.10 WORK RESTRICTIONS – NOT USED

1.11 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "2004 MasterFormat" numbering system.
   1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
   2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.13 SITE SPECIFIC SAFETY PLAN

A. In accordance with OSHA Regulations, Contractor shall develop and maintain a Site Specific Safety Plan. Contractor shall submit Site Specific Safety Plan to Owner for Owner’s records, and shall maintain a copy of the Plan on site at all times.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 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
PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

B. Related Sections include the following:
   1. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
   2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.03 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."

1.04 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. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   2. Within 20 days after receipt of Proposal Request or earlier as specified in Proposal Request issued, 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 directly attributable to the change.
      d. Include quotes on supplier’s and subcontractor’s letterhead for the requested change.
      e. 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 time before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes 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 taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor 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 time before requesting an extension of the Contract Time.

6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests, or format as approved by the Owner.

1.05 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. 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. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

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.

1.06 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a University of Maine Change Order form for signatures of Owner and Contractor.
1.07 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 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00
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
SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Related Sections include the following:
   1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
   2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
   3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

1.03 COORDINATION

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 with other contractors to ensure maximum 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 tight fixtures).

B. Coordinate with contractors doing work for the Owner under separate contracts.

C. 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.

D. 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.
   9. Project closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.04 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings as determined by the Contractor and subcontractors, if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
   1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
      a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      b. Indicate required installation sequences.
      c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

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 and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys 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.

1.05 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

1.06 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: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule 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. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
   1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Tentative construction schedule.
      b. Phasing.
      c. Critical work sequencing and long-lead items.
      d. Designation of key personnel and their duties.
      e. Procedures for processing field decisions and Change Orders.
      f. Procedures for requests for interpretations (RFIs).
      g. Procedures for testing and inspecting.
      h. Procedures for processing Applications for Payment.
      i. Distribution of the Contract Documents.
      j. Submittal procedures.
      k. LEED requirements.
      l. Integrated Deliverables and Testing (IDAT).
      m. Preparation of Record Documents.
      n. Use of the premises.
      o. Work restrictions.
      p. Owner's occupancy requirements.
      q. Responsibility for temporary facilities and controls.
      r. Construction waste management and recycling.
      s. Parking availability.
      t. Office, work, and storage areas.
      u. Equipment deliveries and priorities.
      v. First aid.
      w. Security.
      x. Progress cleaning.
      y. Working hours.
      z. USM campus operational protocols and procedures.
3. Minutes: Record and distribute meeting minutes.
   a. Include action items and responsible party.

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 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 requests for interpretations (RFIs).
      d. Related Change Orders.
      e. Purchases.
      f. Deliveries.
      g. Submittals.
      h. Review of mockups.
      i. Possible conflicts.
      j. Compatibility problems.
      k. Time schedules.
      l. Weather limitations.
      m. Manufacturer's written recommendations.
      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.
      z. Record drawing process.
   3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
      a. Include action items and responsible party.
   4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   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. Monthly Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
   1. Attendees: In addition to representatives of Owner 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. 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 LEED Progress Report, record drawing and documents status, waivers of mechanic's liens, list of completed tests, checklists, commissioning, reports, IDAT 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) Work hours.
      10) Hazards and risks.
      11) Progress cleaning.
      12) Quality and work standards.
      13) Status of correction of deficient items.
      14) Field observations.
      15) Requests for interpretations (RFIs).
      16) Status of proposal requests.
      17) Pending changes.
      18) Status of Change Orders.
      19) Pending claims and disputes.
      20) Documentation of information for payment requests.

3. Minutes: Record and distribute the meeting minutes.
   a. Include action items and responsible party.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
   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.

E. Coordination/Progress Meetings: Conduct Project coordination/progress meetings at weekly 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, 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 conference 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, review structural clearances and locations of ducts, pipes, conduits, light fixtures, equipment and other items that affect location and proper fit. Prepare coordination drawings where limited space availability necessitates maximum 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.
   a. Include action items and responsible party.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures.
B. Proposed products list.
C. Shop drawings and product data.
D. Manufacturers’ instructions.
E. Manufacturers’ certificates.

1.02 SUBMITTAL PROCEDURES

A. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
B. Apply Contractor’s stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
C. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
E. Revise and resubmit submittals when changes occur; identify all changes made since previous submittal.
F. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 PROPOSED PRODUCTS LIST

A. Submit complete list of major products proposed for use, with name of manufacturer and trade name of each product.

1.04 SHOP DRAWINGS AND PRODUCT DATA

A. Submit electronic PDFs of all submittals organized with cover sheet and contractor’s review of submittal which will be reviewed by Architect/Engineer.

1.05 MANUFACTURERS’ INSTRUCTIONS

A. Submit manufacturers’ printed instructions for delivery, storage, assembly, installation, and finishing. Submit in electronic format (PDF).
B. Identify conflicts between manufacturers’ instructions and Contract Documents.

1.06 MANUFACTURERS’ CERTIFICATES
A. When specified in individual Specification Sections, submit manufacturers’ certificates to Architect/Engineer for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.07 SCHEDULE

A. Within ten (10) days after signing the Contract, the Contractor shall submit a schedule in either bar chart or CPM format, sufficiently detailed so that actual progress may be easily compared with scheduled progress.

PART 2 to 3 – Not Used

END OF SECTION 01 33 00
SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 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": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

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.

1.3 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.
1.4 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 Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA  Aluminum Association (The)  (703) 358-2960
www.aluminum.org

AABC  Associated Air Balance Council  (202) 737-0202
www.aabchq.com

AAMA  American Architectural Manufacturers Association  (847) 303-5664
www.aamanet.org

AASHTO  American Association of State Highway and Transportation Officials  (202) 624-5800
www.transportation.org

AATCC  American Association of Textile Chemists and Colorists  (919) 549-8141
www.aatcc.org

ABAA  Air Barrier Association of America  (866) 956-5888
www.airbarrier.org

ABMA  American Bearing Manufacturers Association  (202) 367-1155
www.abma-dc.org

ACI  American Concrete Institute  (248) 848-3700
www.concrete.org

ACPA  American Concrete Pipe Association  (972) 506-7216
www.concrete-pipe.org

AEIC  Association of Edison Illuminating Companies, Inc. (The)  (205) 257-2530
www.aeic.org

AF&PA  American Forest & Paper Association  (800) 878-8878
www.afandpa.org  (202) 463-2700

AGA  American Gas Association  (202) 824-7000
www.agaa.org

AHAM  Association of Home Appliance Manufacturers  (202) 872-5955
www.aham.org

AHRI  Air-Conditioning, Heating, and Refrigeration Institute, The  (703) 524-8800
www.ahrinet.org

AI  Asphalt Institute  (859) 288-4960
<table>
<thead>
<tr>
<th>Organization</th>
<th>Website</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIA</td>
<td><a href="http://www.aia.org">www.aia.org</a></td>
<td>(800) 242-3837 (202) 626-7300</td>
</tr>
<tr>
<td>AISC</td>
<td><a href="http://www.aisc.org">www.aisc.org</a></td>
<td>(800) 644-2400 (312) 670-2400</td>
</tr>
<tr>
<td>AISI</td>
<td><a href="http://www.steel.org">www.steel.org</a></td>
<td>(202) 452-7100</td>
</tr>
<tr>
<td>AITC</td>
<td><a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a></td>
<td>(303) 792-9559</td>
</tr>
<tr>
<td>ALSC</td>
<td><a href="http://www.alsc.org">www.alsc.org</a></td>
<td>(301) 972-1700</td>
</tr>
<tr>
<td>AMCA</td>
<td><a href="http://www.amca.org">www.amca.org</a></td>
<td>(847) 394-0150</td>
</tr>
<tr>
<td>ANSI</td>
<td><a href="http://www.ansi.org">www.ansi.org</a></td>
<td>(202) 293-8020</td>
</tr>
<tr>
<td>AOSA</td>
<td><a href="http://www.aosaseed.com">www.aosaseed.com</a></td>
<td>(405) 780-7372</td>
</tr>
<tr>
<td>APA</td>
<td><a href="http://www.apawood.org">www.apawood.org</a></td>
<td>(253) 565-6600</td>
</tr>
<tr>
<td>APA</td>
<td><a href="http://www.archprecast.org">www.archprecast.org</a></td>
<td>(239) 454-6989</td>
</tr>
<tr>
<td>API</td>
<td><a href="http://www.api.org">www.api.org</a></td>
<td>(202) 682-8000</td>
</tr>
<tr>
<td>ARI</td>
<td><a href="http://www.ari.org">www.ari.org</a></td>
<td>(703) 524-8800</td>
</tr>
<tr>
<td>ARMA</td>
<td><a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a></td>
<td>(202) 207-0917</td>
</tr>
<tr>
<td>ASCE</td>
<td><a href="http://www.asce.org">www.asce.org</a></td>
<td>(800) 548-2723 (703) 295-6300</td>
</tr>
<tr>
<td>ASCE/SEI</td>
<td>American Society of Civil Engineers/Structural Engineering Institute (See ASCE)</td>
<td>(800) 527-4723 (404) 636-8400</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a></td>
<td>(800) 527-4723 (404) 636-8400</td>
</tr>
<tr>
<td>ASME</td>
<td>ASME International (American Society of Mechanical Engineers International) <a href="http://www.asme.org">www.asme.org</a></td>
<td>(800) 843-2763 (973) 882-1170</td>
</tr>
<tr>
<td>Reference</td>
<td>Institution Name</td>
<td>Phone Numbers</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>ASSE</td>
<td>American Society of Sanitary Engineering</td>
<td>(440) 835-3040</td>
</tr>
<tr>
<td>ASTM</td>
<td>ASTM International</td>
<td>(610) 832-9500</td>
</tr>
<tr>
<td>ATIS</td>
<td>Alliance for Telecommunications Industry Solutions</td>
<td>(202) 628-6380</td>
</tr>
<tr>
<td>AWCMA</td>
<td>American Window Covering Manufacturers Association (Now WCMA)</td>
<td></td>
</tr>
<tr>
<td>AWCI</td>
<td>Association of the Wall and Ceiling Industry</td>
<td>(703) 534-8300</td>
</tr>
<tr>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
<td>(571) 323-3636</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood Protection Association (Formerly: American Wood Preservers' Association)</td>
<td>(205) 733-4077</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
<td>(800) 443-9353</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
<td>(800) 926-7337</td>
</tr>
<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
<td>(212) 297-2122</td>
</tr>
<tr>
<td>BIA</td>
<td>Brick Industry Association (The)</td>
<td>(703) 620-0010</td>
</tr>
<tr>
<td>BICSI</td>
<td>BICSI, Inc.</td>
<td>(800) 242-7405</td>
</tr>
<tr>
<td>BIFMA</td>
<td>BIFMA International (Business and Institutional Furniture Manufacturer's Association International)</td>
<td>(616) 285-3963</td>
</tr>
<tr>
<td>BISCC</td>
<td>Baking Industry Sanitation Standards Committee</td>
<td>(866) 342-4772</td>
</tr>
<tr>
<td>CCC</td>
<td>Carpet Cushion Council</td>
<td>(610) 527-3880</td>
</tr>
<tr>
<td>CDA</td>
<td>Copper Development Association</td>
<td>(800) 232-3282</td>
</tr>
<tr>
<td>CEA</td>
<td>Canadian Electricity Association</td>
<td>(613) 230-9263</td>
</tr>
<tr>
<td>CEA</td>
<td>Consumer Electronics Association</td>
<td>(866) 858-1555</td>
</tr>
<tr>
<td>Reference</td>
<td>Name</td>
<td>Website</td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>---------</td>
</tr>
<tr>
<td><a href="http://www.ce.org">www.ce.org</a></td>
<td>Chemical Fabrics &amp; Film Association, Inc.</td>
<td><a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a></td>
</tr>
<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
<td><a href="http://www.cganet.com">www.cganet.com</a></td>
</tr>
<tr>
<td><a href="http://www.cellulose.org">www.cellulose.org</a></td>
<td>Cellulose Insulation Manufacturers Association</td>
<td>(888) 881-2462 (937) 222-2462</td>
</tr>
<tr>
<td><a href="http://www.cisca.org">www.cisca.org</a></td>
<td>Ceilings &amp; Interior Systems Construction Association</td>
<td>(630) 584-1919</td>
</tr>
<tr>
<td><a href="http://www.csispecifications.org">www.csispecifications.org</a></td>
<td>Construction Specifications Institute (The)</td>
<td><a href="http://www.csinet.org">www.csinet.org</a></td>
</tr>
<tr>
<td><a href="http://www.csa.ca">www.csa.ca</a></td>
<td>Canadian Standards Association</td>
<td><a href="http://www.csa.ca">www.csa.ca</a></td>
</tr>
<tr>
<td><a href="http://www.csa">www.csa</a> international.org</td>
<td>CSA International</td>
<td>(Formerly: IAS - International Approval Services)</td>
</tr>
<tr>
<td><a href="http://www.cedarbureau.org">www.cedarbureau.org</a></td>
<td>Cedar Shake &amp; Shingle Bureau</td>
<td><a href="http://www.cedarbureau.org">www.cedarbureau.org</a></td>
</tr>
<tr>
<td><a href="http://www.cti.org">www.cti.org</a></td>
<td>Cooling Technology Institute</td>
<td>(Formerly: Cooling Tower Institute)</td>
</tr>
<tr>
<td><a href="http://www.dhi.org">www.dhi.org</a></td>
<td>Door and Hardware Institute</td>
<td><a href="http://www.dhi.org">www.dhi.org</a></td>
</tr>
<tr>
<td><a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a></td>
<td>Chain Link Fence Manufacturers Institute</td>
<td><a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a></td>
</tr>
<tr>
<td><a href="http://www.compositepanel.org">www.compositepanel.org</a></td>
<td>Composite Panel Association</td>
<td><a href="http://www.compositepanel.org">www.compositepanel.org</a></td>
</tr>
<tr>
<td><a href="http://www.carpetrug.com">www.carpetrug.com</a></td>
<td>Carpet and Rug Institute (The)</td>
<td><a href="http://www.carpetrug.com">www.carpetrug.com</a></td>
</tr>
<tr>
<td><a href="http://www.cris.org">www.cris.org</a></td>
<td>Concrete Reinforcing Steel Institute</td>
<td><a href="http://www.crisi.org">www.crisi.org</a></td>
</tr>
<tr>
<td><a href="http://www.csa">www.csa</a> international.org</td>
<td>CSA International</td>
<td>(Formerly: IAS - International Approval Services)</td>
</tr>
<tr>
<td><a href="http://www.dhi.org">www.dhi.org</a></td>
<td>Door and Hardware Institute</td>
<td><a href="http://www.dhi.org">www.dhi.org</a></td>
</tr>
<tr>
<td><a href="http://www.electricalcomponents.org">www.electricalcomponents.org</a></td>
<td>Electrical Components Association</td>
<td><a href="http://www.electricalcomponents.org">www.electricalcomponents.org</a></td>
</tr>
<tr>
<td>Acronym</td>
<td>Full Name</td>
<td>Contact Information</td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td>---------------------</td>
</tr>
<tr>
<td>EIA</td>
<td>Electronic Industries Alliance</td>
<td><a href="http://www.eia.org">www.eia.org</a> (703) 907-7500</td>
</tr>
<tr>
<td>EIMA</td>
<td>EIFS Industry Members Association</td>
<td><a href="http://www.eima.com">www.eima.com</a> (800) 294-3462 (770) 968-7945</td>
</tr>
<tr>
<td>EJCDC</td>
<td>Engineers Joint Contract Documents Committee</td>
<td><a href="http://content.asce.org/ejcede/">http://content.asce.org/ejcede/</a> (703) 295-6000</td>
</tr>
<tr>
<td>EJMA</td>
<td>Expansion Joint Manufacturers Association, Inc.</td>
<td><a href="http://www.ejma.org">www.ejma.org</a> (914) 332-0040</td>
</tr>
<tr>
<td>ESD</td>
<td>ESD Association (Electrostatic Discharge Association)</td>
<td><a href="http://www.esda.org">www.esda.org</a> (315) 339-6937</td>
</tr>
<tr>
<td>ETL SEMCO</td>
<td>Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)</td>
<td><a href="http://www.intertek-etlsemko.com">www.intertek-etlsemko.com</a> (800) 967-5352</td>
</tr>
<tr>
<td>FIBA</td>
<td>Federation Internationale de Basketball (The International Basketball Federation)</td>
<td><a href="http://www.fiba.com">www.fiba.com</a> 41 22 545 00 00</td>
</tr>
<tr>
<td>FIVB</td>
<td>Federation Internationale de Volleyball (The International Volleyball Federation)</td>
<td><a href="http://www.fivb.ch">www.fivb.ch</a> 41 21 345 35 35</td>
</tr>
<tr>
<td>FM Approvals</td>
<td>FM Approvals LLC</td>
<td><a href="http://www.fmglobal.com">www.fmglobal.com</a> (781) 762-4300</td>
</tr>
<tr>
<td>FM Global</td>
<td>FM Global (Formerly: FMG - FM Global)</td>
<td><a href="http://www.fmglobal.com">www.fmglobal.com</a> (401) 275-3000</td>
</tr>
<tr>
<td>FRSA</td>
<td>Florida Roofing, Sheet Metal &amp; Air Conditioning Contractors Association, Inc.</td>
<td><a href="http://www.floridarooof.com">www.floridarooof.com</a> (407) 671-3772</td>
</tr>
<tr>
<td>FSA</td>
<td>Fluid Sealing Association</td>
<td><a href="http://www.fluidsealing.com">www.fluidsealing.com</a> (610) 971-4850</td>
</tr>
<tr>
<td>FSC</td>
<td>Forest Stewardship Council</td>
<td><a href="http://www.fsc.org">www.fsc.org</a> 49 228 367 66 0</td>
</tr>
<tr>
<td>GA</td>
<td>Gypsum Association</td>
<td><a href="http://www.gypsum.org">www.gypsum.org</a> (301) 277-8686</td>
</tr>
<tr>
<td>GANA</td>
<td>Glass Association of North America</td>
<td><a href="http://www.glasswebsite.com">www.glasswebsite.com</a> (785) 271-0208</td>
</tr>
<tr>
<td>GRI</td>
<td>(Part of GSI)</td>
<td></td>
</tr>
<tr>
<td>GS</td>
<td>Green Seal</td>
<td>(202) 872-6400</td>
</tr>
</tbody>
</table>
www.greenseal.org

GSI Geosynthetic Institute
www.geosynthetic-institute.org (610) 522-8440

HI Hydronics Institute
www.gamanet.org (908) 464-8200

HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association
Division of Air-Conditioning, Heating, and Refrigeration Institute
(AHRI)
www.ahrinet.org (908) 464-8200

HMMA Hollow Metal Manufacturers Association
(Part of NAAMM)

HPVA Hardwood Plywood & Veneer Association
www.hpva.org (703) 435-2900

HPW H. P. White Laboratory, Inc.
www.hpwhite.com (410) 838-6550

IAPSC International Association of Professional Security Consultants
www.iapsc.org (515) 282-8192

ICBO International Conference of Building Officials
www.iccsafe.org (888) 422-7233

ICEA Insulated Cable Engineers Association, Inc.
www.icea.net (770) 830-0369

ICRI International Concrete Repair Institute, Inc.
www.icri.org (847) 827-0830

ICPA International Cast Polymer Association
www.icpa-hq.org (703) 525-0320

IEC International Electrotechnical Commission
www.iec.ch 41 22 919 02 11

IEEE Institute of Electrical and Electronics Engineers, Inc. (The)
www.ieee.org (212) 419-7900

IES Illuminating Engineering Society of North America
www.iesna.org (703) 525-0320

IEST Institute of Environmental Sciences and Technology
www.iest.org (847) 255-1561

IGMA Insulating Glass Manufacturers Alliance
www.igmaonline.org (613) 233-1510

ILI Indiana Limestone Institute of America, Inc.
www.iliai.com (812) 275-4426

ISA Instrumentation, Systems, and Automation Society, The
www.isa.org (919) 549-8411
www.isa.org

ISO
International Organization for Standardization
www.iso.ch
41 22 749 01 11

ISSFA
International Solid Surface Fabricators Association
www.isssa.net
(877) 464-7732
(801) 341-7360

ITS
Intertek Testing Service NA
(Now ETL SEMCO)

ITU
International Telecommunication Union
www.itu.int/home
41 22 730 51 11

KCMA
Kitchen Cabinet Manufacturers Association
www.kcma.org
(703) 264-1690

LGSEA
Light Gauge Steel Engineers Association
www.arcat.com
(202) 263-4488

LMA
Laminating Materials Association
(Now part of CPA)

LPI
Lightning Protection Institute
www.lightning.org
(800) 488-6864

MBMA
Metal Building Manufacturers Association
www.mbma.com
(216) 241-7333

MCA
Metal Construction Association
www.metalconstruction.org
(847) 375-4718

MFMA
Maple Flooring Manufacturers Association, Inc.
www.maplefloor.org
(888) 480-9138

MFMA
Metal Framing Manufacturers Association, Inc.
www.metalframingmfg.org
(312) 644-6610

MH
Material Handling
(Now MHIA)

MHIA
Material Handling Industry of America
www.mhia.org
(800) 345-1815
(704) 676-1190

MIA
Marble Institute of America
www.marble-institute.com
(440) 250-9222

MPI
Master Painters Institute
www.paintinfo.com
(888) 674-8937
(604) 298-7578

MSS
Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
www.mss-hq.com
(703) 281-6613

NAAMM
National Association of Architectural Metal Manufacturers
www.naamm.org
(630) 942-6591

University of Maine Farmington - Fitness and Recreation Center Façade Replacement
<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
<th>Phone</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>NACE</td>
<td>NACE International (National Association of Corrosion Engineers International)</td>
<td>(800) 797-6223, (281) 228-6200</td>
<td><a href="http://www.nace.org">www.nace.org</a></td>
</tr>
<tr>
<td>NADCA</td>
<td>National Air Duct Cleaners Association</td>
<td>(202) 737-2926</td>
<td><a href="http://www.nadca.com">www.nadca.com</a></td>
</tr>
<tr>
<td>NAGWS</td>
<td>National Association for Girls and Women in Sport</td>
<td>(800) 213-7193, ext. 453</td>
<td><a href="http://www.aahperd.org/nagws/">www.aahperd.org/nagws/</a></td>
</tr>
<tr>
<td>NAIMA</td>
<td>North American Insulation Manufacturers Association</td>
<td>(703) 684-0084</td>
<td><a href="http://www.naima.org">www.naima.org</a></td>
</tr>
<tr>
<td>NBGQA</td>
<td>National Building Granite Quarries Association, Inc.</td>
<td>(800) 557-2848</td>
<td><a href="http://www.nbgqa.com">www.nbgqa.com</a></td>
</tr>
<tr>
<td>NCAA</td>
<td>National Collegiate Athletic Association (The)</td>
<td>(317) 917-6222</td>
<td><a href="http://www.ncaa.org">www.ncaa.org</a></td>
</tr>
<tr>
<td>NCMA</td>
<td>National Concrete Masonry Association</td>
<td>(703) 713-1900</td>
<td><a href="http://www.ncma.org">www.ncma.org</a></td>
</tr>
<tr>
<td>NCTA</td>
<td>National Cable &amp; Telecommunications Association</td>
<td>(202) 222-2300</td>
<td><a href="http://www.ncta.com">www.ncta.com</a></td>
</tr>
<tr>
<td>NEBB</td>
<td>National Environmental Balancing Bureau</td>
<td>(301) 977-3698</td>
<td><a href="http://www.nebb.org">www.nebb.org</a></td>
</tr>
<tr>
<td>NECA</td>
<td>National Electrical Contractors Association</td>
<td>(301) 657-3110</td>
<td><a href="http://www.necanet.org">www.necanet.org</a></td>
</tr>
<tr>
<td>NeLMA</td>
<td>Northeastern Lumber Manufacturers’ Association</td>
<td>(207) 829-6901</td>
<td><a href="http://www.nelma.org">www.nelma.org</a></td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
<td>(703) 841-3200</td>
<td><a href="http://www.nema.org">www.nema.org</a></td>
</tr>
<tr>
<td>NETA</td>
<td>InterNational Electrical Testing Association</td>
<td>(888) 300-6382, (269) 488-6382</td>
<td><a href="http://www.netaworld.org">www.netaworld.org</a></td>
</tr>
<tr>
<td>NFHS</td>
<td>National Federation of State High School Associations</td>
<td>(317) 972-6900</td>
<td><a href="http://www.nfhs.org">www.nfhs.org</a></td>
</tr>
<tr>
<td>NFPA</td>
<td>NFPA (National Fire Protection Association)</td>
<td>(800) 344-3555, (617) 770-3000</td>
<td><a href="http://www.nfpa.org">www.nfpa.org</a></td>
</tr>
<tr>
<td>NFRC</td>
<td>National Fenestration Rating Council</td>
<td>(301) 589-1776</td>
<td><a href="http://www.nfrc.org">www.nfrc.org</a></td>
</tr>
<tr>
<td>NGA</td>
<td>National Glass Association</td>
<td>(866) 342-5642, (703) 442-4890</td>
<td><a href="http://www.glass.org">www.glass.org</a></td>
</tr>
<tr>
<td>NHLA</td>
<td>National Hardwood Lumber Association</td>
<td>(800) 933-0318</td>
<td></td>
</tr>
<tr>
<td>Organization</td>
<td>Address/Website</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>NLGA</td>
<td>National Lumber Grades Authority</td>
<td>(604) 524-2393</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nlga.org">www.nlga.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOFMA</td>
<td>NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) <a href="http://www.nofma.org">www.nofma.org</a></td>
<td>(901) 526-5016</td>
<td></td>
</tr>
<tr>
<td>NOMMA</td>
<td>National Ornamental &amp; Miscellaneous Metals Association <a href="http://www.nomma.org">www.nomma.org</a></td>
<td>(888) 516-8585</td>
<td></td>
</tr>
<tr>
<td>NRCA</td>
<td>National Roofing Contractors Association</td>
<td>(800) 323-9545</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nrca.net">www.nrca.net</a></td>
<td></td>
<td>(847) 299-9070</td>
<td></td>
</tr>
<tr>
<td>NRMCA</td>
<td>National Ready Mixed Concrete Association</td>
<td>(888) 846-7622</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nrmca.org">www.nrmca.org</a></td>
<td></td>
<td>(301) 587-1400</td>
<td></td>
</tr>
<tr>
<td>NSF</td>
<td>NSF International (National Sanitation Foundation International) <a href="http://www.nsf.org">www.nsf.org</a></td>
<td>(800) 673-6275</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nsf.org">www.nsf.org</a></td>
<td></td>
<td>(734) 769-8010</td>
<td></td>
</tr>
<tr>
<td>NSSGA</td>
<td>National Stone, Sand &amp; Gravel Association</td>
<td>(800) 342-1415</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nssga.org">www.nssga.org</a></td>
<td></td>
<td>(703) 525-8788</td>
<td></td>
</tr>
<tr>
<td>NTMA</td>
<td>National Terrazzo &amp; Mosaic Association, Inc. (The) <a href="http://www.ntma.com">www.ntma.com</a></td>
<td>(800) 323-9736</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.ntma.com">www.ntma.com</a></td>
<td></td>
<td>(540) 751-0930</td>
<td></td>
</tr>
<tr>
<td>NWFA</td>
<td>National Wood Flooring Association</td>
<td>(800) 422-4556</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.nwfa.org">www.nwfa.org</a></td>
<td></td>
<td>(636) 519-9663</td>
<td></td>
</tr>
<tr>
<td>PCI</td>
<td>Precast/Prestressed Concrete Institute</td>
<td>(312) 786-0300</td>
<td></td>
</tr>
<tr>
<td>www_pci.org</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDI</td>
<td>Plumbing &amp; Drainage Institute</td>
<td>(800) 589-8956</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.pdionline.org">www.pdionline.org</a></td>
<td></td>
<td>(978) 557-0720</td>
<td></td>
</tr>
<tr>
<td>PGI</td>
<td>PVC Geomembrane Institute</td>
<td>(217) 333-3929</td>
<td></td>
</tr>
<tr>
<td><a href="http://pgi-tp.cee.uiuc.edu">http://pgi-tp.cee.uiuc.edu</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PTI</td>
<td>Post-Tensioning Institute</td>
<td>(248) 848-3180</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.post-tensioning.org">www.post-tensioning.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RCSC</td>
<td>Research Council on Structural Connections</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.boltcouncil.org">www.boltcouncil.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RFCI</td>
<td>Resilient Floor Covering Institute</td>
<td>(706) 882-3833</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.rfci.com">www.rfci.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RIS</td>
<td>Redwood Inspection Service</td>
<td>(925) 935-1499</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAE</td>
<td>SAE International</td>
<td>(877) 606-7323</td>
<td></td>
</tr>
<tr>
<td><a href="http://www.sae.org">www.sae.org</a></td>
<td></td>
<td>(724) 776-4841</td>
<td></td>
</tr>
<tr>
<td>SCAQMD</td>
<td>South Coast Air Quality Management District</td>
<td>(909) 396-2000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference</td>
<td>Website</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>---------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>SCTE</td>
<td>Society of Cable Telecommunications Engineers</td>
<td><a href="http://www.scte.org">www.scte.org</a></td>
<td>(800) 542-5040, (610) 363-6888</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Deck Institute</td>
<td><a href="http://www.sdi.org">www.sdi.org</a></td>
<td>(847) 458-4647</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
<td><a href="http://www.steeldoor.org">www.steeldoor.org</a></td>
<td>(440) 899-0010</td>
</tr>
<tr>
<td>SEFA</td>
<td>Scientific Equipment and Furniture Association</td>
<td><a href="http://www.sefalabs.com">www.sefalabs.com</a></td>
<td>(877) 294-5424, (516) 294-5424</td>
</tr>
<tr>
<td>SEI/ASCE</td>
<td>Structural Engineering Institute/American Society of Civil Engineers</td>
<td></td>
<td>(See ASCE)</td>
</tr>
<tr>
<td>SIA</td>
<td>Security Industry Association</td>
<td><a href="http://www.siaonline.org">www.siaonline.org</a></td>
<td>(866) 817-8888, (703) 683-2075</td>
</tr>
<tr>
<td>SJI</td>
<td>Steel Joist Institute</td>
<td><a href="http://www.steeljoist.org">www.steeljoist.org</a></td>
<td>(843) 626-1995</td>
</tr>
<tr>
<td>SMA</td>
<td>Screen Manufacturers Association</td>
<td><a href="http://www.smacentral.org">www.smacentral.org</a></td>
<td>(561) 533-0991</td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors' National Association</td>
<td><a href="http://www.smacna.org">www.smacna.org</a></td>
<td>(703) 803-2980</td>
</tr>
<tr>
<td>SMPTE</td>
<td>Society of Motion Picture and Television Engineers</td>
<td><a href="http://www.smpte.org">www.smpte.org</a></td>
<td>(914) 761-1100</td>
</tr>
<tr>
<td>SPFA</td>
<td>Spray Polyurethane Foam Alliance</td>
<td>(Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)</td>
<td><a href="http://www.sprayfoam.org">www.sprayfoam.org</a></td>
</tr>
<tr>
<td>SPIB</td>
<td>Southern Pine Inspection Bureau (The)</td>
<td><a href="http://www.spib.org">www.spib.org</a></td>
<td>(850) 434-2611</td>
</tr>
<tr>
<td>SPRI</td>
<td>Single Ply Roofing Industry</td>
<td><a href="http://www.spri.org">www.spri.org</a></td>
<td>(781) 647-7026</td>
</tr>
<tr>
<td>SSINA</td>
<td>Specialty Steel Industry of North America</td>
<td><a href="http://www.ssina.com">www.ssina.com</a></td>
<td>(800) 982-0355, (202) 342-8630</td>
</tr>
<tr>
<td>SSPC</td>
<td>SSPC: The Society for Protective Coatings</td>
<td><a href="http://www.sspc.org">www.sspc.org</a></td>
<td>(877) 281-7772, (412) 281-2331</td>
</tr>
<tr>
<td>STI</td>
<td>Steel Tank Institute</td>
<td><a href="http://www.steeltank.com">www.steeltank.com</a></td>
<td>(847) 438-8265</td>
</tr>
<tr>
<td>SWI</td>
<td>Steel Window Institute</td>
<td><a href="http://www.steelwindows.com">www.steelwindows.com</a></td>
<td>(216) 241-7333</td>
</tr>
<tr>
<td>Acronym</td>
<td>Name</td>
<td>Website</td>
<td>Phone</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------</td>
<td>--------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>SWPA</td>
<td>Submersible Wastewater Pump Association</td>
<td><a href="http://www.swpa.org">www.swpa.org</a></td>
<td>(847) 681-1868</td>
</tr>
<tr>
<td>TCA</td>
<td>Tilt-Up Concrete Association</td>
<td><a href="http://www.tilt-up.org">www.tilt-up.org</a></td>
<td>(319) 895-6911</td>
</tr>
<tr>
<td>TCNA</td>
<td>Tile Council of North America, Inc.</td>
<td><a href="http://www.tileusa.com">www.tileusa.com</a></td>
<td>(864) 646-8453</td>
</tr>
<tr>
<td>TEMA</td>
<td>Tubular Exchanger Manufacturers Association</td>
<td><a href="http://www.tema.org">www.tema.org</a></td>
<td>(914) 332-0040</td>
</tr>
<tr>
<td>TIA/EIA</td>
<td>Telecommunications Industry Association/Electronic Industries Alliance</td>
<td><a href="http://www.tiaonline.org">www.tiaonline.org</a></td>
<td>(703) 907-7700</td>
</tr>
<tr>
<td>TMS</td>
<td>The Masonry Society</td>
<td><a href="http://www.masonrysociety.org">www.masonrysociety.org</a></td>
<td>(303) 939-9700</td>
</tr>
<tr>
<td>TPI</td>
<td>Truss Plate Institute, Inc.</td>
<td><a href="http://www.tpinst.org">www.tpinst.org</a></td>
<td>(703) 683-1010</td>
</tr>
<tr>
<td>TPI</td>
<td>Turfgrass Producers International</td>
<td><a href="http://www.turfgrass.org">www.turfgrass.org</a></td>
<td>(800) 405-8873</td>
</tr>
<tr>
<td>TRI</td>
<td>Tile Roofing Institute</td>
<td><a href="http://www.tileroofing.org">www.tileroofing.org</a></td>
<td>(847) 649-5555</td>
</tr>
<tr>
<td>TRI</td>
<td>Tile Roofing Institute</td>
<td><a href="http://www.tileroofing.org">www.tileroofing.org</a></td>
<td>(312) 670-4177</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters Laboratories Inc.</td>
<td><a href="http://www.ul.com">www.ul.com</a></td>
<td>(877) 854-3577</td>
</tr>
<tr>
<td>UNI</td>
<td>Uni-Bell PVC Pipe Association</td>
<td><a href="http://www.uni-bell.org">www.uni-bell.org</a></td>
<td>(847) 272-8800</td>
</tr>
<tr>
<td>UNI</td>
<td>Uni-Bell PVC Pipe Association</td>
<td><a href="http://www.uni-bell.org">www.uni-bell.org</a></td>
<td>(972) 243-3902</td>
</tr>
<tr>
<td>USAV</td>
<td>USA Volleyball</td>
<td><a href="http://www.usavolleyball.org">www.usavolleyball.org</a></td>
<td>(888) 786-5539</td>
</tr>
<tr>
<td>USGBC</td>
<td>U.S. Green Building Council</td>
<td><a href="http://www.usgbc.org">www.usgbc.org</a></td>
<td>(719) 228-6800</td>
</tr>
<tr>
<td>USITT</td>
<td>United States Institute for Theatre Technology, Inc.</td>
<td><a href="http://www.usitt.org">www.usitt.org</a></td>
<td>(800) 795-1747</td>
</tr>
<tr>
<td>WASTEC</td>
<td>Waste Equipment Technology Association</td>
<td><a href="http://www.wastec.org">www.wastec.org</a></td>
<td>(800) 938-7488</td>
</tr>
<tr>
<td>WASTEC</td>
<td>Waste Equipment Technology Association</td>
<td><a href="http://www.wastec.org">www.wastec.org</a></td>
<td>(315) 463-6463</td>
</tr>
<tr>
<td>WCLIB</td>
<td>West Coast Lumber Inspection Bureau</td>
<td><a href="http://www.wclib.org">www.wclib.org</a></td>
<td>(800) 283-1486</td>
</tr>
<tr>
<td>WCMA</td>
<td>Window Covering Manufacturers Association</td>
<td><a href="http://www.wcmanet.org">www.wcmanet.org</a></td>
<td>(202) 244-4700</td>
</tr>
<tr>
<td>WCMA</td>
<td>Window Covering Manufacturers Association</td>
<td><a href="http://www.wcmanet.org">www.wcmanet.org</a></td>
<td>(503) 639-0651</td>
</tr>
<tr>
<td>WCMA</td>
<td>Window Covering Manufacturers Association</td>
<td><a href="http://www.wcmanet.org">www.wcmanet.org</a></td>
<td>(212) 297-2122</td>
</tr>
<tr>
<td>WCMA</td>
<td>Window &amp; Door Manufacturers Association</td>
<td><a href="http://www.wcmanet.org">www.wcmanet.org</a></td>
<td>(800) 223-2301</td>
</tr>
<tr>
<td>WDMA</td>
<td>Window &amp; Door Manufacturers Association</td>
<td><a href="http://www.wcmanet.org">www.wcmanet.org</a></td>
<td>(312) 321-6802</td>
</tr>
</tbody>
</table>
C. 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN  Deutsches Institut fur Normung e.V.  49 30 2601-0  www.din.de

IAPMO International Association of Plumbing and Mechanical Officials  (909) 472-4100  www.iapmo.org

ICC International Code Council  (888) 422-7233  www.iccsafe.org


D. 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE Army Corps of Engineers  (202) 761-0011  www.usace.army.mil


DOC Department of Commerce  (202) 482-2000  www.commerce.gov

DOD Department of Defense  (215) 697-6257  http://dodssp.daps.dla.mil

DOE Department of Energy  (202) 586-9220  www.energy.gov

EPA Environmental Protection Agency  (202) 272-0167  www.epa.gov

References
E. 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Name</th>
<th>Phone Number</th>
<th>Web Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
<td>(866) 835-5322</td>
<td><a href="http://www.faa.gov">www.faa.gov</a></td>
</tr>
<tr>
<td>FCC</td>
<td>Federal Communications Commission</td>
<td>(888) 225-5322</td>
<td><a href="http://www.fcc.gov">www.fcc.gov</a></td>
</tr>
<tr>
<td>FDA</td>
<td>Food and Drug Administration</td>
<td>(888) 463-6332</td>
<td><a href="http://www.fda.gov">www.fda.gov</a></td>
</tr>
<tr>
<td>GSA</td>
<td>General Services Administration</td>
<td>(800) 488-3111</td>
<td><a href="http://www.gsa.gov">www.gsa.gov</a></td>
</tr>
<tr>
<td>HUD</td>
<td>Department of Housing and Urban Development</td>
<td>(202) 708-1112</td>
<td><a href="http://www.hud.gov">www.hud.gov</a></td>
</tr>
<tr>
<td>LBL</td>
<td>Lawrence Berkeley National Laboratory</td>
<td>(510) 486-4000</td>
<td><a href="http://www.lbl.gov">www.lbl.gov</a></td>
</tr>
<tr>
<td>NCHRP</td>
<td>National Cooperative Highway Research Program</td>
<td></td>
<td>(See TRB)</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
<td>(301) 975-6478</td>
<td><a href="http://www.nist.gov">www.nist.gov</a></td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety &amp; Health Administration</td>
<td>(800) 321-6742</td>
<td><a href="http://www.osha.gov">www.osha.gov</a></td>
</tr>
<tr>
<td>PBS</td>
<td>Public Buildings Service</td>
<td></td>
<td>(See GSA)</td>
</tr>
<tr>
<td>RUS</td>
<td>Rural Utilities Service</td>
<td>(202) 720-9540</td>
<td>(See USDA)</td>
</tr>
<tr>
<td>SD</td>
<td>State Department</td>
<td>(202) 647-4000</td>
<td><a href="http://www.state.gov">www.state.gov</a></td>
</tr>
<tr>
<td>TRB</td>
<td>Transportation Research Board</td>
<td>(202) 334-2934</td>
<td><a href="http://gulliver.trb.org">http://gulliver.trb.org</a></td>
</tr>
<tr>
<td>USDA</td>
<td>Department of Agriculture</td>
<td>(202) 720-2791</td>
<td><a href="http://www.usda.gov">www.usda.gov</a></td>
</tr>
<tr>
<td>USP</td>
<td>U.S. Pharmacopeia</td>
<td>(800) 227-8772</td>
<td><a href="http://www.usp.org">www.usp.org</a></td>
</tr>
<tr>
<td>USPS</td>
<td>Postal Service</td>
<td>(202) 268-2000</td>
<td><a href="http://www.usps.com">www.usps.com</a></td>
</tr>
<tr>
<td>Reference</td>
<td>Description</td>
<td>Contact Information</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>ADAAG</td>
<td>Americans with Disabilities Act (ADA)</td>
<td>(800) 872-2253</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Architectural Barriers Act (ABA)</td>
<td>(202) 272-0080</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accessibility Guidelines for Buildings and Facilities</td>
<td><a href="http://www.access-board.gov">www.access-board.gov</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from U.S. Access Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOD</td>
<td>Department of Defense Military Specifications and Standards</td>
<td>(215) 697-2664</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from Department of Defense Single Stock Point</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSCC</td>
<td>Defense Supply Center Columbus</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(See FS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FED-STD</td>
<td>Federal Standard</td>
<td>(215) 697-2664</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(See FS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FS</td>
<td>Federal Specification</td>
<td>(215) 697-2664</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from Department of Defense Single Stock Point</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://dodssp.daps.dla.mil/">http://dodssp.daps.dla.mil/</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from Defense Standardization Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.dsp.dla.mil">www.dsp.dla.mil</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from General Services Administration</td>
<td>(202) 619-8925</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.gsa.gov">www.gsa.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from National Institute of Building Sciences</td>
<td>(202) 289-7800</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.wbdg.org/ccb">www.wbdg.org/ccb</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTMS</td>
<td>Federal Test Method Standard</td>
<td>(215) 697-2664</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(See FS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MIL</td>
<td>(See MILSPEC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MIL-STD</td>
<td>(See MILSPEC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILSPEC</td>
<td>Military Specification and Standards</td>
<td>(215) 697-2664</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from Department of Defense Single Stock Point</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://dodssp.daps.dla.mil">http://dodssp.daps.dla.mil</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UFAS</td>
<td>Uniform Federal Accessibility Standards</td>
<td>(800) 872-2253</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Available from Access Board</td>
<td>(202) 272-0080</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.access-board.gov">www.access-board.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. 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. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBHF</td>
<td>State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation</td>
<td>(800) 952-5210</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.dca.ca.gov/bhfti">www.dca.ca.gov/bhfti</a></td>
<td>(916) 574-2041</td>
</tr>
</tbody>
</table>

University of Maine Farmington - Fitness and Recreation Center Façade Replacement References
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Administrative provisions for Substantial Completion and for final acceptance.

1.02 SUBSTANTIAL COMPLETION

A. When Contractor considers work, or designated portion of work, is substantially complete, submit written notice with list of items to be completed or corrected.

B. Should Owner inspection find work is not substantially complete, Owner will promptly notify Contractor in writing, listing observed deficiencies.

C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.

D. When Owner finds work is substantially complete, Owner will prepare a Certificate of Substantial Completion in accordance with provisions of the General Conditions.

1.03 FINAL COMPLETION

A. When Contractor considers work is complete, submit written certification that:

   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
   4. Equipment and systems have been tested, adjusted and balanced and are fully operational.
   5. Operation of systems has been demonstrated to Owner’s personnel.
   6. Work is complete and ready for final inspection.

B. Should Owner inspection find work incomplete, Owner will promptly notify Contractor in writing, listing observed deficiencies.

C. Contractor shall remedy deficiencies and send a second certification of final completion.

D. When Owner finds work is complete, Owner will consider closeout submittals.

1.04 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

B. Warranties and bonds. Submit originals and in PDF format.

C. Spare parts and maintenance Materials.

D. Evidence of payment and Releases of Lien.
1.05 APPLICATION FOR FINAL PAYMENT

A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

1.06 GUARANTEE

A. Neither the final requisition for payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the building by the Owner shall constitute an acceptance of work done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

B. Although subcontractors shall, throughout these Specifications, be required to provide guarantees for their respective work, the Contractor, in the last analysis, shall be responsible for all work and the guarantee thereof. In the case of disputes between subcontractors as to fault of problems, it is up to the Contractor to resolve these disputes or accept the cost of repair or replacement himself.

PART 2 to 3 – Not Used

END OF SECTION 01 77 00
SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   4. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending
dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.

2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.6 QUALITY ASSURANCE

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials:
   1. It is not expected that hazardous materials will be encountered in the Work.
      a. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
   1. Inventory and record the condition of items to be removed and salvaged.
   2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
   1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
   2. Arrange to shut off utilities with utility companies.
   3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
   2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
   3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and after flame-cutting operations.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.
3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories as shown on drawings to preform new construction.

2. Remove existing roofing system down to substrate as shown on drawings to preform new construction.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an acceptable way to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.9 SELECTIVE DEMOLITION SCHEDULE

A. Remove: exterior vinyl siding and fascias, brick facade, sheathing, soffits, wood boarding and insulation in its entirety. Remove all water damaged materials. Remove materials as shown on drawings to preform new construction.

END OF SECTION 02 41 19
SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood products.
2. Wood-preservative-treated lumber.
3. Miscellaneous lumber.

1.2 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.
C. Exposed Framing: Framing not concealed by other construction.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency in accordance with ASTM D5664.

4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
1.4 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.

3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.

4. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 15 percent.

2. Dimension Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1, Use categories as follows:

1. UC1: Interior construction not in contact with ground or subject to moisture. Include the following items:
   a. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
   b. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
   c. Wood floor plates that are installed over concrete slabs-on-grade.

2. UC2: Interior construction not in contact with ground but may be subject to moisture. Include the following items:
a. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
b. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
c. Wood floor plates that are installed over concrete slabs-on-grade.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Application: Treat all rough carpentry unless otherwise indicated.
   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
   3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
   4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
   5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions by Grade: Construction or No. 2 grade.
   1. Application: All interior partitions.
   2. Species:
      a. Hem-fir (north); NLGA.
      b. Southern pine or mixed southern pine; SPIB.
      c. Spruce-pine-fir; NLGA.
      d. Hem-fir; WCLIB, or WWPA.
      e. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
      f. Northern species; NLGA.
      g. Eastern softwoods; NeLMA.
      h. Western woods; WCLIB or WWPA.

B. Load-Bearing Partitions by Grade: Construction or No. 2 grade.
   2. Species:
      a. Hem-fir (north); NLGA.
      b. Southern pine; SPIB.
c. Douglas fir-larch; WCLIB or WWPA.
d. Southern pine or mixed southern pine; SPIB.
e. Spruce-pine-fir; NLGA.
f. Douglas fir-south; WWPA.
g. Hem-fir; WCLIB or WWPA.
h. Douglas fir-larch (north); NLGA.
i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. Machine Stress-Rated (MSR) Lumber Partitions: Any species of MSR dimension lumber with a grade of not less than 2100f-1.8E.


D. Joists, Rafters, and Other Framing by Grade: Construction or No. 2 grade.

1. Species:
   a. Hem-fir (north); NLGA.
   b. Southern pine; SPIB.
   c. Douglas fir-larch; WCLIB or WWPA.
   d. Southern pine or mixed southern pine; SPIB.
   e. Spruce-pine-fir; NLGA.
   f. Douglas fir-south; WWPA.
   g. Hem-fir; WCLIB or WWPA.
   h. Douglas fir-larch (north); NLGA.
   i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

E. Joists, Rafters, and Other Framing by Performance: Any species and grade with a modulus of elasticity of at least 1,500,000 psi and an extreme fiber stress in bending of at least 500 psi for 2-inch nominal thickness and 12-inch nominal width for single-member use.

2.4 MISCELLANEOUS LUMBER

A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Cants.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine or southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.

5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

6. Western woods; WCLIB or WWPA.

7. Northern species; NLGA.

8. Eastern softwoods; NeLMA.

C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.

3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

4. Eastern softwoods; No. 2 Common grade; NeLMA.

5. Northern species; No. 2 Common grade; NLGA.

6. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

D. Roofing Nailers: Structural- or No. 2-grade lumber or better; kiln-dried Douglas fir, southern pine, or wood having similar decay-resistant properties.

E. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 FASTENERS

A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193, or, ICC-ES AC308 as appropriate for the substrate.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.

D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.

F. Install sill sealer gasket/termite barrier in accordance with manufacturer's written instructions at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

G. Do not splice structural members between supports unless otherwise indicated.

H. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.

I. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:

1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.

2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.

4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.

J. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

K. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
   1. Use inorganic boron for items that are continuously protected from liquid water.
   2. Use copper naphthenate for items not continuously protected from liquid water.

L. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

M. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   2. ICC-ES evaluation report for fastener.

N. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Attach wood roofing nailers securely to substrate to resist the designed outward and upward wind loads indicated on Drawings and in accordance with ANSI/SPRI ED-1, Tables A6 and A7.

D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.
3.3 INSTALLATION OF WOOD FURRING
   
   A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
   
   B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal-size furring horizontally, and, vertically at 24 inches, 600 mm o.c.
   
   C. Furring to Receive Gypsum Board or Plaster Lath: Install 1-by-2-inch nominal-size furring vertically at 16 inches o.c.

3.4 INSTALLATION OF WALL AND PARTITION FRAMING
   
   A. General: Provide single bottom plate and double top plates using members of 2-inch nominal thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions and for load-bearing partitions where framing members bearing on partition are located directly over studs. Fasten plates to supporting construction unless otherwise indicated.
      
      1. Provide continuous horizontal blocking at midheight of partitions more than 96 inches high, using members of 2-inch nominal thickness and of same width as wall or partitions.
   
   B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.

END OF SECTION 06 10 00
SECTION 07 21 00
THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Extruded polystyrene foam-plastic board insulation.
   2. Glass-fiber blanket insulation.
   4. Loose-fill insulation.

1.2 ACTION SUBMITTALS

A. Product Data:
   1. Extruded polystyrene foam-plastic board insulation.
   2. Glass-fiber blanket insulation.
   4. Loose-fill insulation.

1.3 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
   1. For blown-in or sprayed fiberglass and cellulosic-fiber loose-fill insulation, indicate initial installed thickness, settled thickness, settled R-value, installed density, coverage area, and number of bags installed.
   2. Sign, date, and post the certification in a conspicuous location on Project site.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Research Reports: For foam-plastic insulation, from ICC-ES.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

B. Protect foam-plastic board insulation as follows:
1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than 25 and 450 when tested in accordance with ASTM E84.

B. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.

C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

D. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

E. Thermal-Resistance Value (R-Value): R-value as indicated on Drawings in accordance with ASTM C518.

F. Insulation shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
   1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E84.
   2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

B. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

C. Asphalt Coating for Cellular-Glass Block Insulation: Cutback asphalt or asphalt emulsion of type recommended by manufacturer of cellular-glass block insulation.
D. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF CAVITY-WALL INSULATION

A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face and as recommended by manufacturer.

1. Fit courses of insulation between obstructions, with edges butted tightly in both directions, and with faces flush.

2. Press units firmly against inside substrates.

3. Supplement adhesive attachment of insulation by securing boards with two-piece wall ties designed for this purpose and specified in Section 04 20 00 "Unit Masonry."

B. Cellular-Glass Board Insulation: Install with closely fitting joints using adhesive pad or serrated trowel attachment method according to manufacturer's written instructions.

C. Mineral-Wool Board Insulation: Install insulation fasteners 4 inches from each corner of board insulation, at center of board, and as recommended by manufacturer.

1. Fit courses of insulation between obstructions, with edges butted tightly in both directions, and with faces flush.
2. Press units firmly against inside substrates.

3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
5. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
6. For wood-framed construction, install blankets in accordance with ASTM C1320 and as follows:
   a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

7. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings and seal each continuous area of insulation to ensure airtight installation.
   a. Exterior Walls: Set units with facing placed toward interior of construction.
   b. Interior Walls: Set units with facing placed toward areas of high humidity.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft.
2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

C. Loose-Fill Insulation: Apply in accordance with ASTM C1015 and manufacturer's written instructions.

1. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.
2. For cellulosic-fiber loose-fill insulation, comply with CIMA's Bulletin #2, "Standard Practice for Installing Cellulose Insulation."

D. Spray-Applied Cellulosic Insulation: Apply spray-applied insulation according to manufacturer's written instructions.
1. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked.

2. After insulation is applied, make flush with face of studs by using method recommended by insulation manufacturer.

3.5 INSTALLATION OF CURTAIN-WALL INSULATION

A. Install board insulation in curtain-wall construction according to curtain-wall manufacturer's written instructions.

1. Hold insulation in place by securing metal clips and straps or integral pockets within window frames, spaced at intervals recommended in writing by insulation manufacturer to hold insulation securely in place without touching spandrel glass.

2. Maintain cavity width of dimension indicated on Drawings between insulation and glass.

3. Install insulation to fit snugly without bowing.

3.6 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07 21 00
SECTION 07 42 13.19
INSULATED METAL WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Foamed-insulation-core metal wall panels.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of doors, windows, and louvers.

2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.

4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.

5. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect metal panels.

6. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.

7. Review temporary protection requirements for metal panel assembly during and after installation.


9. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Foamed-insulation-core metal wall panels.

B. Product Data Submittals: For each product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
C. Shop Drawings:
   1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
   2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

D. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
   1. Include similar Samples of trim and accessories involving color selection.

E. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below.
   1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.
B. Product Test Reports: For each product, tests performed by a qualified testing agency.
C. Field quality-control reports.
D. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and
ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed in accordance with manufacturers' written instructions and warranty requirements.

1.9 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including rupturing, cracking, or puncturing.
   b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested in accordance with ASTM D2244.
   b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing in accordance with ASTM E72:

1. Wind Loads: As indicated on Drawings.
2. Other Design Loads: As indicated on Drawings.
3. Deflection Limits: For wind loads, no greater than 1/180 of the span.

B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested in accordance with ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: 1.57 lbf/sq. ft..

C. Water Penetration under Static Pressure: No water penetration when tested in accordance with ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: 2.86 lbf/sq. ft..

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

E. Fire-Test-Response Characteristics: Provide metal wall panels and system components with the following fire-test-response characteristics, as determined by testing identical panels and system components per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2. Intermediate-Scale Multistory Fire Test: Tested mockup, representative of completed multistory wall assembly of which wall panel is a part, complies with NFPA 285 for test method and required fire-test-response characteristics of exterior non-load-bearing wall panel assemblies.
3. Radiant Heat Exposure: No ignition when tested in accordance with NFPA 268.
5. Surface-Burning Characteristics: Provide wall panels with a flame-spread index of 25 or less and a smoke-developed index of 450 or less, per ASTM E84.

2.2 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 coating designation or ASTM A792/A792M, Class AZ50
aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

2.3 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
   a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.4 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
3. Mica Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
4. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended
metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. FEVE Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

6. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil for primer and 0.8 mil for topcoat.

7. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

D. Aluminum Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

3. Mica Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

4. Metallic Fluoropolymer: AAMA 2605. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. FEVE Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

6. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil for primer and 0.8 mil for topcoat.

7. Exposed Anodized Finish:
   a. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
   b. Color Anodic Finish: AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting
performance of the Work.

1. Examine wall framing to verify that the existing studs, and other structural panel support members and anchorage necessary have been installed within alignment tolerances required by metal wall panel manufacturer.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages in accordance with ASTM C754 and metal panel manufacturer's written recommendations.

3.3 INSTALLATION OF METAL PANELS

A. General: Install metal panels in accordance with manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use aluminum or stainless steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weathertight performance of metal wall panel assemblies. Provide types of gaskets, fillers, and
sealants indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal wall panel manufacturer.

1. Seal metal wall panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal wall panel manufacturer.
2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.4 INSTALLATION OF INSULATION-CORE METAL WALL PANELS

A. General: Apply continuous ribbon of sealant to panel joint on concealed side of insulated metal wall panels as vapor seal; apply sealant to panel joint on exposed side of panels for weather seal.

1. Fasten foamed-insulation-core metal wall panels to supports with fasteners at each lapped joint at location and spacing and with fasteners recommended by manufacturer.
2. Apply panels and associated items true to line for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
3. Provide metal-backed washers under heads of exposed fasteners on weather side of insulated metal wall panels.
4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
5. Provide sealant tape at lapped joints of insulated metal wall panels and between panels and protruding equipment, vents, and accessories.
6. Apply a continuous ribbon of sealant tape to panel side laps and elsewhere as needed to make panels weathertight.
7. Apply snap-on battens to exposed-fastener, insulated-core metal wall panel seams to conceal fasteners.

B. Foamed-Insulation-Core Metal Wall Panels: Fasten metal wall panels to supports with concealed clips at each joint at location and spacing and with fasteners recommended by manufacturer. Fully engage tongue and groove of adjacent panels.

1. Install clips to supports with self-tapping fasteners.

C. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.

D. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that are permanently watertight.
1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to achieve waterproof performance.

2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Water-Spray Test: After installation, test area of assembly as directed by Architect for water penetration in accordance with AAMA 501.2.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed metal wall panel installation, including accessories.

D. Metal wall panels will be considered defective if they do not pass test and inspections.

E. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

F. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 42 13.19
SECTION 07 42 93
SOFFIT PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal soffit panels.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data:
   1. Metal soffit panels.

B. Product Data Submittals:
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

C. Shop Drawings:
   1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
   2. Accessories: Include details of flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.

D. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
   1. Include similar Samples of trim and accessories involving color selection.

E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
   1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each product, tests performed by a qualified testing agency.
C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS
A. Maintenance Data: For metal panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE
A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.7 DELIVERY, STORAGE, AND HANDLING
A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
D. Retain strippable protective covering on metal panels during installation.

1.8 FIELD CONDITIONS
A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.9 COORDINATION
A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY
A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within
specified warranty period.
1. Failures include, but are not limited to, the following:
   a. Structural failures including rupturing, cracking, or puncturing.
   b. Deterioration of metals and other materials beyond normal weathering.
2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
1. Wind Loads: As indicated on Drawings.
2. Other Design Loads: As indicated on Drawings.
3. Deflection Limits: For wind loads, no greater than 1/240 of the span.

B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E283 at the following test-pressure difference:
1. Test-Pressure Difference: 1.57 lbf/sq. ft.

C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
1. Test-Pressure Difference: 2.86 lbf/sq. ft.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METAL SOFFIT PANELS

A. Provide metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
B. Metal Soffit Panels: Match profile and material of metal wall panels.
   1. Finish: Match finish and color of metal wall panels.
   2. Sealant: Factory applied within interlocking joint.

2.3 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 hot-dip galvanized coating designation or ASTM A792/A792M, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
   1. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or preformed to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Finish flashing and trim with same finish system as adjacent metal panels.

D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

E. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
   1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
   2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

2.4 FABRICATION

A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate
according to equipment manufacturer's written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.

E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
   1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
   3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
   4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
   5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
   6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
      a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal soffit panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:
   1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   2. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear
topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

3. Mica Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

4. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. FEVE Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether (FEVE) resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

6. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil for primer and 0.8 mil for topcoat.

7. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

D. Aluminum Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

3. Mica Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

4. Metallic Fluoropolymer: AAMA 2605. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. FEVE Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether (FEVE) resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

6. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil for primer and 0.8 mil for topcoat.

7. Exposed Anodized Finish:
   a. Clear Anodic Finish: AA-M12C22A41, Class I, 0.018 mm or thicker.
   b. Color Anodic Finish: AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
E. **Stainless Steel Panels and Accessories:**
   1. **Surface Preparation:** Remove tool and die marks and stretch lines, or blend into finish.
   2. **Polished Finishes:** Grind and polish surfaces to produce uniform finish, free of cross scratches.
      a. Run grain of directional finishes with long dimension of each piece.
      b. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
      c. Directional Satin Finish: ASTM A480/A480M No. 4.
   3. Bright, Cold-Rolled, Unpolished Finish: ASTM A480/A480M No. 2B.

**PART 3 - EXECUTION**

3.1 **EXAMINATION**

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
   1. Examine framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal panel manufacturer.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 **PREPARATION**

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.
   1. Soffit Framing: Wire tie or clip furring channels to supports, as required to comply with requirements for assemblies indicated.

3.3 **INSTALLATION OF METAL SOFFIT PANELS**

A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Shim or otherwise plumb substrates receiving metal panels.
   2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
   3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:
1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use aluminum or stainless steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
1. Apply panels and associated items true to line for neat and weathertight enclosure.
2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.

E. Watertight Installation:
1. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
3. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal panel system including trim, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.

G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
1. Install exposed flashing and trim that is without buckling, and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet
metal flashing and trim to fit substrates and to achieve waterproof performance.

2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

3.4 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 42 93
SECTION 07 53 00
ELASTOMERIC COATINGS

PART I – GENERAL

1.1 SUMMARY

A. Section includes substrate preparation and application of silicone elastomeric coatings to the following exterior substrates:
   1. Roofs
   2. Walls

B. Related Sections: None

1.2 REFERENCE STANDARDS

A. ASTM International (ASTM): www.astm.org:
   6. ASTM D 2240 - Rubber Property Durometer Hardness.
   9. ASTM D 3274 - Standard Test Method for Evaluating Degree of Surface Disfigurement of Paint Films by Microbial (Fungal or Algal) Growth of Soil and Dirt.

B. Federal Government Publications: www.epa.gov/nscep/

   1. SWRI Validation Program.

D. U. S. Environmental Protection Agency (EPA): www.epa.gov

1.3 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Conference: Conduct conference at Project site.
B. Participants:
   1. Owner’s Project Manager
   2. Director of Facilities
   3. Architect/Engineer of Record
   4. Contractor
   5. Owner’s 3rd Party Inspector
   6. Other entities as required

1.4 ACTION SUBMITTALS

A. Product Data: For specified products, including:
   1. Preparation instructions and recommendations.
   2. Recommended primers and accessories.
   3. Substrate horizontal/sloped joint pre-treatment
   4. Vertical joint pre-treatment
B. Samples for initial selection.
C. Samples for Verification: For each elastomeric coating indicated, for each color and texture required. Submit on step-coated sample cards with each coat labeled.
D. Product Schedule: For each product, color, and finish indicated. Provide cross reference to application areas, utilizing designations indicated on Drawings and in specifications.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified applicator(s).
B. Preconstruction compatibility and adhesion test reports.
C. Manufacturer’s instructions for installation and field quality control testing.
D. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each coating specified to be validated by SWRI’s Coating Validation Program.
E. Field quality control adhesion test reports.
F. Warranty: Sample of special warranty.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials packaged for storage in unopened containers labeled with product name, color and texture information, and local source contact information.
   1. Provide one gallon of each type of product.
   2. Operations and Maintenance data and instructions for repairs
1.7 QUALITY ASSURANCE

A. Applicator Qualifications: Employer of experienced applicators equipped and trained for application of elastomeric coatings required for this Project with record of successful completion of projects of similar scope.

B. Single Source Responsibility: Provide elastomeric coatings and related silicone joint sealants by a single manufacturer through a single source.

C. Mockups: Provide mockup of each coating system, color, and texture selected for approval by Owner. Locate as indicated or as directed. Final approval of color and texture selections will be based upon mockups. Approved mockups may remain as part of finished work.

1.8 PROJECT CONDITIONS

A. Do not install elastomeric coatings during inclement weather or when such conditions are expected. Allow wet surfaces to dry.

B. Do not install elastomeric coatings when temperature is outside of manufacturer’s recommended ranges.

1.9 WARRANTY

A. General workmanship and product

1. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURER

A. GACOFLEX S42 Series High Adhesion 100% Silicone Coating. GACO Western, 800.331.0196, www.gaco.com

B. Approved equal.

C. Attributes:
   a. Color: Gray or White
   b. Surface Profile: Smooth
   c. VOC Content: < 0.417 lb/gal
   d. Moisture-Vaper Transmission/Permeability: 6.4 Perms
   e. Tensile Strength @ 0°F: 275 psi MIN
   f. Elongation @ 0°F: 190% MIN
   g. Tear Resistance: 24 lb/inch MIN
   h. Water Swelling: 0%
   i. Solar Reflectance: 0.87 MIN

2.2 ACCESSORY MATERIALS
A. General: VOC content of primers and fillers, 107 g/L or less.

B. Crack Fillers: Elastomeric coating manufacturer's recommended, factory-formulated crack fillers or sealants compatible with substrate and other materials.

C. Primer: Elastomeric coating manufacturer's recommended, factory-formulated, alkali-resistant primer compatible with substrate and other materials indicated.

D. Cleaner: Manufacturers recommended pre-application cleaner for aged/weathered roof surfaces.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates to determine if work is ready to receive elastomeric coatings. Verify that surfaces are clean, dry, and free of frost, dust, dirt, grease, oil, laitance, efflorescence, mildew, excess alkalinity, and other conditions affecting performance of work.

B. Preinstallation Testing: Prior to application of elastomeric coatings, perform the following tests to verify condition of substrate in accordance with manufacturer’s instructions:

   1. Adhesion: Perform substrate field adhesion tests on each substrate to determine if primer is required to satisfactorily adhere elastomeric coatings to substrates.
   2. Alkalinity: Verify substrate is within alkalinity range acceptable to manufacturer.
   3. Moisture Level: Verify substrate moisture content is acceptable to manufacturer.

C. Proceed with coating work once conditions meet elastomeric coating manufacturer's recommendations.

3.2 PREPARATION

A. General: Comply with elastomeric coating manufacturer's written instructions for preparation of substrates.

B. Hardware Removal: Remove hardware, accessories, plates, fixtures, and similar items that are not to be coated. If removal is not practical, provide protection for installed items prior to cleaning and preparation activities.

C. Cleaning: Clean substrates to remove contaminates and foreign material by pressure cleaning, wire brushing, grinding or other method recommended by elastomeric coatings manufacturer.

D. Substrate Repair: Repair deteriorated or damaged substrates, repair masonry joints, and fill cracks, voids, honeycomb, and other defects using materials as recommended by manufacturer. Allow patching materials to cure.

E. Protection: Protect adjacent surfaces not designated to receive coatings. Provide protection for pedestrians, vehicles, landscaping, and surrounding areas to prevent contact with coating materials.

3.3 APPLICATION

A. Primer: Apply primer to substrates where required based upon preinstallation testing and elastomeric coating manufacturer's recommendations, using application methods and rate of application recommended by manufacturer. Allow to dry prior to application of elastomeric coating.
B. Seams: Pretreat all roof seams, joints, and transitions with manufacturer's recommended product with thin coats building to a 60 mil thickness.

C. Elastomeric Coating: Apply elastomeric coating using application methods and rate of application recommended by manufacturer. Apply using nap roller, nylon brush, or airless sprayer, as allowed by authorities having jurisdiction.

1. Apply elastomeric coating from top to bottom of substrate. Avoid excessive overlapping.
2. Apply coating free of cloudiness, spotting, laps, brush marks, roller tracks, and other surface imperfections. Cut in color breaks and terminations with sharp lines.
3. Apply additional coats as required to provide cured film with uniform finish, color, and appearance.
4. Provide a minimum of two coats of not less than 38 mil total wet film thickness.

D. Cleaning: Remove overspray and excess material using materials and methods approved by manufacturer that will not damage adjacent materials.

D. Curing and Protection: Allow coatings to cure before exposure to foot traffic. Use test specimens formed at time of coating application to verify curing time. Prevent damage to coatings resulting from construction operations or other causes. Replace damaged coatings at time of Substantial Completion.

3.4 FIELD QUALITY CONTROL

A. Owner may retain testing agency to perform the following tests:

1. Verification that substrate preparation meets requirements.
2. Testing and certification that coating materials comply with requirements.
3. Testing of application for compliance with adhesion and film thickness requirements.

B. If testing indicates products or work do not meet requirements, Owner may stop work and require Contractor to remove non-complying materials and materials applied over non-complying substrates, and correct application.

C. Contractor is responsible for daily coordination with Owner’s testing agency relative to meeting testing and inspection requirements.

3.5 CLEANING AND PROTECTION

A. Protect work of other trades against damage from application of elastomeric coatings.

B. Remove rubbish and discarded materials from Project site daily. Labor, equipment, dumpster rental and tipping fees are the responsibility of the Contractor.

C. Clean overspray from adjacent surfaces as work progresses, using methods recommended by manufacturer.

D. Remove temporary coverings and protection upon completion. Clean and repair adjacent surfaces damaged by water repellent application.

E. Prior to substantial completion, touch up and restore damaged or defaced coated surface.
END OF SECTION
SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof-drainage sheet metal fabrications.
2. Low-slope roof sheet metal fabrications.
5. Miscellaneous sheet metal fabrications.

1.2 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following

1. Underlayment materials.
2. Elastomeric sealant.
3. Butyl sealant.
4. Epoxy seam sealer.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.

C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

D. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

E. Samples for Verification: For each type of exposed finish.
   1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
   2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
   3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
   4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Certificates: For each type of coping and roof edge flashing that is ANSI/SPRI/FM 4435/ES-1 tested, and, FM Approvals approved.

C. Product Test Reports: For each product, for tests performed by a qualified testing agency.


E. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

B. Special warranty.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful
in-service performance.

1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested and FM Approvals approved, shop is to be listed as able to fabricate required details as tested and approved.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
2. Protect stored sheet metal flashing and trim from contact with water.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

   a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
   b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.

2. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil.
3. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
4. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
   a. Color: As selected by Architect from full range of industry colors and color densities.
   b. Color Range: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

5. Exposed Coil-Coated Finish:
   a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

6. Color: As selected by Architect from manufacturer's full range.
7. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

C. Stainless Steel Sheet: ASTM A240/A240M, Type 304, dead soft, fully annealed; with smooth, flat surface.

1. Finish: ASTM A480/A480M, No. 2D (dull, cold rolled).
   a. Surface Preparation: Remove tool and die marks and stretch lines, or blend into
b. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.

1) Run grain of directional finishes with long dimension of each piece.
2) When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

D. Metallic-Coated Steel Sheet: Provide zinc-coated (galvanized) steel sheet in accordance with ASTM A653/A653M, G90 coating designation; prepainted by coil-coating process to comply with ASTM A755/A755M.

1. Surface: and with manufacturer's standard clear acrylic coating on both sides.
2. Exposed Coil-Coated Finish:
   a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   b. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   c. Mica Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   d. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   e. FEVE Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether (FEVE) resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
   f. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with dry film thickness of not less than 0.2 mil for primer and 0.8 mil for topcoat.

3. Color: As selected by Architect from manufacturer's full range.
4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
   b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
   c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Copper, Zinc-Tin Alloy-Coated Copper, or Copper-Clad Stainless Steel Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.

3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

4. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.

5. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329.


C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with
ASTM D1187/D1187M.


2.5 FABRICATION, GENERAL

A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.

1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

H. Do not use graphite pencils to mark metal surfaces.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Furnish with 6-inch-wide, joint cover plates. Shop fabricate interior and exterior corners.
   2. Fabricate from the following materials:
      a. Aluminum: 0.050 inch thick.

B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal, solder or weld watertight. Shop fabricate interior and exterior corners.
   1. Fabricate from the following materials:
      a. Copper: 24 oz./sq. ft.
      b. Aluminum: 0.050 inch.
      c. Stainless Steel: 0.0250 inch thick.
      d. Zinc-Tin Alloy-Coated Copper: 24 oz./sq. ft.
      e. Galvanized Steel: 0.040 inch thick.
      f. Aluminum-Zinc Alloy-Coated Steel: 0.040 inch thick.
      g. Zinc: 0.048 inch 0.059 inch thick.
      h. Copper-Clad Stainless Steel: 0.027 inch thick.

C. Expansion-Joint Cover: Shop fabricate interior and exterior corners. Fabricate roof, and, roof-to-wall transition, roof-to-roof edge-flashing (gravel-stop) transition, roof-to-roof edge-flashing (gravel-stop) and fascia-cap transition expansion-joint cover from the following materials:
   1. Copper: 16 oz./sq. ft.
   2. Aluminum: 0.050 inch thick.
   3. Stainless Steel: 0.0250 inch thick.
   4. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.
   5. Galvanized Steel: 0.034 inch thick.
   6. Aluminum-Zinc Alloy-Coated Steel: 0.034 inch thick.
   7. Zinc: 0.039 inch thick.
   8. Copper-Clad Stainless Steel: 0.027 inch thick.

D. Base Flashing: Fabricate from the following materials:
   1. Aluminum: 0.040 inch thick.
E. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

F. Flashing Receivers: Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

G. Roof-Penetration Flashing: Fabricate from the following materials:
   1. Galvanized Steel: 0.028 inch thick.
   2. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

B. Drip Edges: Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

C. Counterflashing: Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

D. Flashing Receivers: Fabricate from the following materials:
   1. Aluminum: 0.032 inch thick.

E. Roof-Penetration Flashing: Fabricate from the following materials:
   1. Stainless Steel: 0.0188 inch thick.
   2. Galvanized Steel: 0.028 inch thick.
   3. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

2.8 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12-foot- long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch- high, end dams. Fabricate from the following materials:
   1. Stainless Steel: 0.0156 inch Insert dimension thick.
   2. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.
   3. Zinc: 0.039 inch thick.
B. Opening Flashings in Frame Construction: Fabricate head, sill, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2 inch high, end dams. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.0156 inch thick.
3. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.
4. Galvanized Steel: 0.022 inch thick.
5. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
6. Zinc: 0.039 inch thick.

2.9 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following materials:

1. Stainless Steel: 0.0188 inch thick.
2. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.
3. Galvanized Steel: 0.028 inch thick.
4. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

B. Overhead-Piping Safety Pans: Fabricate from the following materials:

1. Stainless Steel: 0.0250 inch thick.
2. Zinc-Tin Alloy-Coated Copper: 24 oz./sq. ft.
3. Galvanized Steel: 0.040 inch thick.
4. Aluminum-Zinc Alloy-Coated Steel: 0.040 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAYMENT

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim.
1. Install in shingle fashion to shed water.
2. Lap joints not less than 2 inches.

B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, in accordance with manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

1. Lap horizontal joints not less than 4 inches.
2. Lap end joints not less than 12 inches.

C. Self-Adhering, High-Temperature Sheet Underlayment:

1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
2. Prime substrate if recommended by underlayment manufacturer.
3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
6. Roll laps and edges with roller.
7. Cover underlayment within 14 days.

D. Install slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

1. Install in shingle fashion to shed water.
2. Lapp joints not less than 4 inches.

3.3 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
8. Do not field cut sheet metal flashing and trim by torch.
9. Do not use graphite pencils to mark metal surfaces.
B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum and stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
3. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.
   a. Embed hooked flanges of joint members not less than 1 inch into sealant.
   b. Form joints to completely conceal sealant.
   c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
   d. Adjust setting proportionately for installation at higher ambient temperatures.

   1) Do not install sealant-type joints at temperatures below 40 deg F.

2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
2. Do not solder dissimilar materials sheet.
3. Do not solder zinc-tin alloy-coated copper.
4. Do not use torches for soldering.
5. Heat surfaces to receive solder, and flow solder into joint.
a. Fill joint completely.
b. Completely remove flux and spatter from exposed surfaces.

6. Stainless Steel Soldering:
   a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
   b. Promptly remove acid-flux residue from metal after tinning and soldering.
   c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

7. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
8. Copper-Clad Stainless Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.

H. Rivets: Rivet joints in zinc where necessary for strength.

3.4 INSTALLATION OF ROOF FLASHINGS

A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.
   1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
   2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:
   1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
   2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
   3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

C. Copings:
   1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
   2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.
      a. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
      b. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.
   3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
D. Pipe or Post Counter flashing: Install counter flashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless steel draw band and tighten.

E. Counter flashing: Coordinate installation of counter flashing with installation of base flashing.
   1. Insert counter flashing in reglets or receivers and fit tightly to base flashing.
   2. Extend counter flashing 4 inches over base flashing.
   3. Lap counter flashing joints minimum of 4 inches.
   4. Secure in waterproof manner by means of interlocking folded seam or blind rivets and sealant unless otherwise indicated.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.5 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Opening Flashings in Frame Construction: Install continuous head, sill, and similar flashings to extend 4 inches beyond wall openings.

3.6 INSTALLATION OF MISCELLANEOUS FLASHING

A. Equipment Support Flashing:
   1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
   2. Weld or seal flashing with elastomeric sealant to equipment support member.

B. Overhead-Piping Safety Pans:
   1. Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings.
   2. Pipe and install drain line to plumbing waste or drainage system.

3.7 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
3.8 CLEANING

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

3.9 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.

C. Maintain sheet metal flashing and trim in clean condition during construction.

D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 62 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

   1. Copings.
   2. Roof-edge specialties.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

   1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
   2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
   3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
   4. Detail termination points and assemblies, including fixed points.
   5. Include details of special conditions.

C. Samples: For each type of roof specialty and for each color and texture specified.

D. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

E. Samples for Verification:

   1. Include Samples of each type of roof specialty to verify finish and color selection, in manufacturer's standard sizes.
   2. Include copings, roof-edge specialties made from 12-inch lengths of full-size components in specified material, and including fasteners, cover joints, accessories, and attachments.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.
B. Product Certificates: For each type of roof specialty.

C. Product Test Reports: For copings, and, roof-edge flashings, for tests performed by a qualified testing agency.

D. Sample Warranty: For manufacturer's special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication and indicate measurements on Shop Drawings.

B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:

   a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Roof specialties to withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

B. FM Approvals' Listing: Manufacture and install copings, roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-105 Identify materials with FM Approvals' markings.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 MATERIALS

A. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

B. Aluminum Extrusions: ASTM B221, alloy and temper recommended by manufacturer for type of use and finish indicated, finished as follows:

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

B. Slip Sheet: Rosin-sized building paper, 3-lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
4. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.
B. Elastomeric Sealant: ASTM C920, elastomeric polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.5 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

D. Coil-Coated Galvanized-Steel Sheet Finishes:
   1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.
      a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

E. Coil-Coated Aluminum Sheet Finishes:
   1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
      a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Clear Anodic Finish: AA-M12C22A41, Class I, 0.018 mm or thicker.
3. Color Anodic Finish: AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

F. Aluminum Extrusion Finishes:
   1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
      a. Two-Coat Fluoropolymer: Fluoropolymer finish containing not less than 70
percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Clear Anodic Finish: AA-M12C22A41, Class I, 0.018 mm or thicker.
3. Color Anodic Finish: AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.

C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAMENT

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Apply continuously under copings, roof-edge specialties, and reglets and counterflashings.
2. Coordinate application of self-adhering sheet underlayment under roof specialties with requirements for continuity with adjacent air barrier materials.

B. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

C. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

3.3 INSTALLATION, GENERAL

A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as
required to complete roof-specialty systems.

1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
2. Provide uniform, neat seams with minimum exposure of solder and sealant.
3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
4. Torch cutting of roof specialties is not permitted.
5. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of uncoated aluminum and stainless steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.


1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.

D. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.4 INSTALLATION OF ROOF-EDGE SPECIALITIES

A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.

B. Anchor roof edgings with manufacturer’s required devices, fasteners, and fastener spacing to
meet performance requirements.

3.5 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.

D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 71 00
SECTION 07 92 00
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Silicone joint sealants.
   2. Nonstaining silicone joint sealants.
   3. Urethane joint sealants.
   4. Immersible joint sealants.
   5. Silane-modified polymer joint sealants.
   7. Polysulfide joint sealants.
   8. Butyl joint sealants.
   9. Latex joint sealants.

1.2 ACTION SUBMITTALS

A. Product Data:
   1. Joint sealants.
   2. Joint-sealant backing materials.

B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.

1.3 CLOSEOUT SUBMITTALS

A. Manufacturers' special warranties.

B. Installer's special warranties.
1.4 QUALITY ASSURANCE

A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.5 MOCKUPS

A. Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric conditions.
contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL
   A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible
      with one another and with joint substrates under conditions of service and application, as
demonstrated by joint-sealant manufacturer, based on testing and field experience.
   B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS
   A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with
      ASTM C1248.

2.3 MILDEW-RESISTANT JOINT SEALANTS
   A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with
      fungicide to prevent mold and mildew growth.

2.4 JOINT-SEALANT BACKING
   A. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin),
      Type O (open-cell material), Type B (bicellular material with a surface skin), or any of the
      preceding types, as approved in writing by joint-sealant manufacturer for joint application
      indicated, and of size and density to control sealant depth and otherwise contribute to producing
      optimum sealant performance.
   B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant
      manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or
      joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS
   A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of
      sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate
      tests and field tests.
   B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants
      and sealant backing materials, free of oily residues or other substances capable of staining or
      harming joint substrates and adjacent nonporous surfaces in any way, and formulated to
      promote optimum adhesion of sealants to joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
   a. Concrete.
   b. Masonry.
   c. Unglazed surfaces of ceramic tile.
   d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
4. Provide flush joint profile at locations indicated on Drawings in accordance with Figure 8B in ASTM C1193.
5. Provide recessed joint configuration of recess depth and at locations indicated on Drawings in accordance with Figure 8C in ASTM C1193.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
3.4 FIELD QUALITY CONTROL

A. Testing Agency: At their option, the Owner may engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:

1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

   a. Extent of Testing: Test completed, and cured sealant joints as follows:

      1) Perform 10 tests for the first 1000 ft. of joint length for each kind of sealant and joint substrate.
      2) Perform one test for each 1000 ft. of joint length thereafter or one test per each floor per elevation.


      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

   c. Inspect tested joints and report on the following:

      1) Whether sealants filled joint cavities and are free of voids.
      2) Whether sealant dimensions and configurations comply with specified requirements.
      3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.

   d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.

   e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

C. Prepare test and inspection reports.
3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00
SECTION 08 91 19
FIXED LOUVERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fixed extruded-aluminum and formed-metal louvers.
   2. Blank-off panels for louvers

1.2 DEFINITIONS

A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.

B. Wind-Driven-Rain-Resistant Louver: Louver that provides specified wind-driven-rain performance, as determined by testing in accordance with AMCA 500-L.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.

B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
   1. Show weep paths, gaskets, flashings, sealants, and other means of preventing water intrusion.
   2. Show mullion profiles and locations.

C. Samples: For each type of metal finish required.

D. Delegated Design Submittal: For louvers indicated to comply with structural and seismic performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Based on evaluation of comprehensive tests performed in accordance
with AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.

B. Windborne-debris-impact-resistance test reports.

C. Sample Warranties: For manufacturer's special warranties.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
   1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
   3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.6 FIELD CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 WARRANTY

A. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of baked enamel, powder coat, or organic finishes within specified warranty period.
   1. Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
      b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
      c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
   2. Warranty Period: 20 years from date of Substantial Completion.

B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
   1. Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
      b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
      c. Cracking, peeling, or chipping.
2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain fixed and operable louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design louvers, including comprehensive engineering analysis by a qualified professional engineer, using structural performance requirements and design criteria indicated.

B. Structural Performance: Louvers withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures are considered to act normal to the face of the building.

1. Wind Loads:
   a. Determine loads based on pressures as indicated on Drawings.

C. Windborne-Debris-Impact Resistance: Louvers located within 30 feet of grade pass basic protection, when tested in accordance with AMCA 540.

D. Seismic Performance:

1. As indicated on Drawings.

2. Louvers, including attachments to other construction, withstand the effects of earthquake motions determined in accordance with ASCE/SEI 7.
   a. Component Importance Factor: 1.5.

E. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width in accordance with AMCA 500-L.

F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.3 FIXED EXTRUDED-ALUMINUM LOUVERS

A. Vertical, Wind-Driven-Rain-Resistant Louver, Extruded Aluminum Insert drawing designation:

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. Air Balance; MESTEK, Inc.
   b. Air Flow Company, Inc.
   c. Airline Louvers; Mestek, Inc.
   d. Airolite Company, LLC (The)
   e. All-Lite Architectural Products
   f. American Warming and Ventilating (AWV); Mestek, Inc.
   g. Arrow United Industries; Mestek, Inc.
   h. Cesco Products; MESTEK, Inc.
   i. Construction Specialties, Inc.
   j. Greenheck Fan Corporation
   k. Louvers & Dampers, Inc.; Mestek, Inc.
   l. NCA Manufacturing, Inc.; Metal Industries, Inc.
   m. Pottorff
   n. Reliable Products
   o. Ruskin; Air Distribution Technologies, Inc.
   p. United Enertech Corp.
   q. Product must be compatible with selected siding systems so as not to void any warranty

2. Louver Depth: Dependent on wall thickness and as required by siding systems and HVAC connections.

3. Frame and Blade Nominal Thickness: Not less than 0.060 inch for blades and 0.080 inch for frames.

4. Louver Performance Ratings:

   a. Free Area: Match existing proportions of louver size to free area.
   b. Air Performance: Match existing air performance characteristics of existing louvers.
   c. Wind-Driven Rain Performance: Not less than 99 percent effectiveness when subjected to a rainfall rate of 8 inches per hour and a wind speed of 50 mph at a core-area intake velocity of 300 fpm.

5. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.4 LOUVER SCREENS

A. General: Provide screen at each exterior louver.

1. Screen Location for Fixed Louvers: Interior face.
2. Screening Type: Bird screening, except where insect screening is indicated.

B. Secure screen frames to louver frames with machine screws with heads finished to match louver, spaced a maximum of 6 inches from each corner and at 12 inches o.c.

C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
   1. Metal: Same type and form of metal as indicated for louver to which screens are attached.
   2. Finish: Same finish as louver frames to which louver screens are attached.
   3. Type: Rewirable frames with a driven spline or insert.

D. Louver Screening for Aluminum Louvers:
   1. Bird Screening, Aluminum: 1/2-inch- square mesh, 0.063-inch wire.
   2. Bird Screening, Stainless Steel: 1/2-inch- square mesh, 0.047-inch wire.
   3. Bird Screening, Flattened, Expanded Aluminum: 3/4 by 0.050 inch thick.
   4. Insect Screening, Aluminum: 18-by-16 mesh, 0.012-inch wire.
   5. Insect Screening, Stainless Steel: 18-by-18 mesh, 0.009-inch wire.

2.5 BLANK-OFF PANELS

A. Insulated Blank-Off Panels: Laminated panels consisting of an insulating core surfaced on back and front with metal sheets and attached to back of louver.
   1. Thickness: 2 inches.
   2. Metal Facing Sheets, Aluminum: Not less than 0.032-inch nominal thickness.
   3. Metal Facing Sheets, Galvanized Steel: Not less than 0.028-inch nominal thickness.
   4. Metal Facing Sheets, Stainless Steel: Not less than 0.031-inch nominal thickness.
   5. Insulating Core: Rigid, glass-fiber-board insulation, or, extruded-polystyrene foam.
   6. Edge Treatment: Trim perimeter edges of blank-off panels with louver manufacturer's standard extruded-aluminum-channel frames, not less than 0.080-inch nominal thickness, with corners mitered and with same finish as panels.
   7. Seal perimeter joints between panel faces and louver frames with gaskets or sealant.
   9. Attach blank-off panels with clips, sheet metal screws.
2.6 MATERIALS

A. Aluminum Extrusions: ASTM B221, Alloy 6063-T5, T-52, or T6.

B. Aluminum Sheet: ASTM B209, Alloy 3003 or 5005, with temper as required for forming, or as otherwise recommended by metal producer for required finish.

C. Fasteners: Use types and sizes to suit unit installation conditions.
   1. Use hex-head or Phillips pan-head screws for exposed fasteners unless otherwise indicated.
   2. For fastening aluminum, use aluminum or 300 series stainless steel fasteners.
   3. For fastening galvanized steel, use hot-dip-galvanized-steel or 300 series stainless steel fasteners.
   4. For fastening stainless steel, use 300 series stainless steel fasteners.
   5. For color-finished louvers, use fasteners with heads that match color of louvers.

D. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, fabricated from stainless steel components, with allowable load or strength design capacities calculated in accordance with ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing in accordance with ASTM E488/E488M conducted by a qualified testing agency.

E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.7 FABRICATION

A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.
   1. Continuous Vertical Assemblies: Fabricate units without interrupting blade-spacing pattern where indicated.

C. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.

D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
   1. Frame Type: Interior flange unless otherwise indicated.
E. Include supports, anchorages, and accessories required for complete assembly.

F. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or 72 inches o.c., whichever is less.
   
   1. Fully Recessed Mullions: Where indicated, provide mullions fully recessed behind louver blades. Where length of louver exceeds fabrication and handling limitations, fabricate with close-fitting blade splices designed to permit expansion and contraction.

   2. Exterior Corners: Prefabricated corner units with mitered and welded blades and with fully recessed mullions at corners.

G. Provide subsills made of same material as louvers for recessed louvers.

H. Join frame members to each other and to fixed louver blades with fillet welds concealed from view, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.8 ALUMINUM FINISHES

A. Finish louvers after assembly.

B. Clear Anodic Finish: AA-M12C22A41, Class I, 0.018 mm or thicker.

C. Color Anodic Finish: AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
   

D. Conversion-Coated Finish: AA-C12C42, nonetched, cleaned with inhibited chemicals, and chemical conversion coated with acid chromate-fluoride-phosphate.

E. Factory-Primed Finish: AA-C12C42R1x with air-dried primer of not less than 2-mil dry film thickness.

F. Baked-Enamel or Powder-Coat Finish: AAMA 2603. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
   
   1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION

A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.

B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.

C. Form closely fitted joints with exposed connections accurately located and secured.

D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.

E. Protect unpainted galvanized- and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.

F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 07 92 00 "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.

B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.

C. Restore louvers damaged during installation and construction, so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 08 91 19
SECTION 09 29 00
GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Interior gypsum board.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
1. Gypsum wallboard.
2. Gypsum board, Type X.
3. Impact-resistant gypsum board.
4. Mold-resistant gypsum board.
5. Cementitious backer units.
6. Water-resistant gypsum backing board.
7. Interior trim.
8. Exterior trim.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For the following products:
1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.

D. Samples for Initial Selection: For each type of trim accessory indicated.

E. Samples for Verification: For the following products:
1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.
2. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather,
condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 PERFORMANCE REQUIREMENTS

2.3 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.

   2. Shapes:

      a. Cornerbead.
      b. Bullnose bead.
      c. LC-Bead: J-shaped; exposed long flange receives joint compound.
      d. L-Bead: L-shaped; exposed long flange receives joint compound.
      e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
      f. Expansion (control) joint.
      g. Curved-Edge Cornerbead: With notched or flexible flanges.
2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
   a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

1. Adhesives shall have a VOC content of 50 g/L or less.
2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." Formaldehyde emissions shall not exceed 9 mcg/cu. m or 7 ppb, whichever is less.
3. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.

2. Fit gypsum panels around ducts, pipes, and conduits.

3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

A. Apply panels perpendicular to supports, with end joints staggered and located over supports.
   1. Install with 1/4-inch open space where panels abut other construction or structural penetrations.
   2. Fasten with corrosion-resistant screws.

3.4 FINISHING OF GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints, rounded or beveled edges, and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
   1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
   2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
      a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.

F. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

G. Cementitious Backer Units: Finish according to manufacturer's written instructions.
3.5 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 29 00
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Concrete masonry units (CMUs).
4. Aluminum (not anodized or otherwise coated).
5. Wood.

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523.
D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523.
E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.
B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
   1. Submit Samples on rigid backing, 8 inches square.
   2. Apply coats on Samples in steps to show each coat required for system.
   3. Label each coat of each Sample.
   4. Label each Sample for location and application area.

D. Product List: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS
   A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
      1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
      1. Maintain containers in clean condition, free of foreign materials and residue.
      2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS
   A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
   B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
   B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter
as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMUs): 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.
   1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

F. Aluminum Substrates: Remove loose surface oxidation.

G. Wood Substrates:
   1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
   2. Sand surfaces that will be exposed to view and dust off.
   3. Prime edges, ends, faces, undersides, and backsides of wood.
   4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic.
3.3 INSTALLATION

A. Apply paints according to manufacturer’s written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Sherwin-Williams or approved equal. Match existing color to be approved by owner.

B. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:
   a. Prime Coat:
      1) Primer, alkali resistant, water based.
      2) Latex, interior, matching topcoat.
   c. Topcoat:
      1) Latex, interior (MPI Gloss Level 3).

2. High-Performance Architectural Latex System:
   a. Prime Coat: Primer, alkali resistant, water based.
   c. Topcoat:
      1) Latex, interior, high performance architectural (MPI Gloss Level 3).

C. Aluminum (Not Anodized or Otherwise Coated) Substrates:

1. Latex System:
   a. Prime Coat: Primer, quick dry, for aluminum.
   c. Topcoat:
      1) Latex, interior (MPI Gloss Level 4).


1. Latex over Latex Primer System:
a. Prime Coat: Primer, latex, for interior wood.


c. Topcoat:

1) Latex, interior, semigloss (MPI Gloss Level 5).

2. Latex over Alkyd Primer System:


c. Topcoat:

1) Latex, interior, semigloss (MPI Gloss Level 5).

E. Spray-Textured Ceiling Substrates:

1. Latex, Flat System: Spray applied.


b. Topcoat: Latex, interior, flat (MPI Gloss Level 1).

2. Latex System: Spray applied.


c. Topcoat:

1) Latex, interior, flat (MPI Gloss Level 1).

F. Gypsum Board and Plaster Substrates:

1. Latex over Latex Sealer System:

a. Prime Coat:

1) Primer sealer, latex, interior.

2) Latex, interior, matching topcoat.


c. Topcoat:

1) Latex, interior (MPI Gloss Level 4).

END OF SECTION 09 91 24