SECTION 00 01 01

PROJECT MANUAL

ISSUED FOR BID

FOR

UNIVERSITY OF MAINE
AT
FARMINGTON
MERRILL HALL FAÇADE RESTORATION
WINDOWS

UNIVERSITY OF MAINE AT FARMINGTON

January 11, 2023

Prepared by:

LeMessurier.
1 Madison Street, South Portland, Maine 04106
www.LeMessurier.com
617-868-1200 | Proj 3 21.053
Daniel C. Moreno, Maine Licensed Architect #ARC2409

END OF SECTION 00 01 01
1.1 DESIGN PROFESSIONALS OF RECORD
A. Architect:
   1. DANIEL C MORENO.
   2. ARC 2409.
   3. Responsible for Divisions 01-9 Sections except where indicated as prepared by other design professionals of record.

END OF DOCUMENT
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### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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## SPECIFICATIONS GROUP

### GENERAL REQUIREMENTS SUBGROUP

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1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled UMF – MERRILL HALL FAÇADE RESTORATION | WINDOW, dated 1/11/2023, as modified by subsequent Addenda and Contract modifications.

END OF DOCUMENT
Bids for: UNIVERSITY OF MAINE AT FARMINGTON MERRILL HALL FACADE RESTORATION/WINDOWS.

Shall be submitted electronically to cppmquestions@maine.edu
With the following Email Subject Line: UNIVERSITY OF MAINE AT FARMINGTON MERRILL HALL FACADE
RESTORATION/WINDOWS

Bids will be received until **2:00PM on Thursday, February 16th** at which time Bids will be opened and read aloud via Zoom.

Bid opening attendance is available via PC, Mac, Linux, iOS or Android:
Zoom Link: https://maine.zoom.us/j/86584185744?pwd=UFVySzBLRSt2WFhKMTd3OWZYemFKdz09
Password: 092555
Or via telephone: (US) +1 301-715-8592

Meeting ID: 86584185744
Password: 092555

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 **2:00PM on Thursday, February 16th** 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 **Tuesday, 10:00 AM, January 24th**. Attendees must first report to the Facilities Management Office, located at 147 Farmington Falls Road, Farmington, ME, and sign in with FM staff. COVID-19 protocols are in effect. 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**: Project scope façade restoration for 3-4 story masonry and stone building; work to cover but not limited to; removal, replacement of windows – matching existing - First Floor – Main floor windows are included as base bid, windows on other floors are assigned as bid alternates, as noted on plans. This work, provided with limited base bid scope of work, and alternate(s) as added work for windows to be provided beyond scope of base bid, will include related trim, accessory trim, ornamentation with the masonry opening, wood dentil trim, grilles, flashings and sealants, etc. All noted windows are to be removed, replaced as noted, and installed, verified in the field, from the exterior in so far as practical, so as to not adversely affect / impact / damage existing interior finishes and trim, and other Work indicated in the Contract Documents.
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 **12:00 noon, on Monday, February 6th**, via email to Dmoreno@lemessurier.com, Daniel Moreno, Architect, LeMessurier.  
cc: Richard.Beaulieu@maine.edu, Richard Beaulieu, Project Manager, University of Maine at Farmington.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Where the Bid Form requires the tabulation of subcontractors other than “File Bidders,” the Bidder shall list the name of the firm the bidder intends to use in the event the bidder receives the contract award.
15. Bidders may appeal the award decision by submitting a written protest to the University of Maine System Chief Facilities and General Services Officer within five (5) business days of the date of the award notice (Notice of Award) with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

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

BIDDER: _______________________________________________________

Physical/Street Address _____________________________________________

City, State ZIP __________________________________________________

University of Maine
Office of Facilities Management
Carolyn McDonough, Director of Capital Planning & Project Management 5765
Service Building, Room 117
Orono ME 04469-5765

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for UMF MERRILL HALL FACADE RESTORATION/WINDOWS, as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment, and materials necessary for and reasonably incidental to the construction and completion of this contract for the sum of ___________________________ Dollars ($_________________) .

Allowance No. 1, (interior wood trim, finishing, anchoring, concealed flashing and rod & sealants): $10,000

to be included as part of the Base Bid Amount Listed Above

Alternate prices as follows:

Alternate 2 __________________ $_________________

Alternate 3 __________________ $_________________

Alternate 4 __________________ $_________________

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

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

ADDENDUM #________DATED__________ADDENDUM #________DATED__________

ADDENDUM #________DATED__________ADDENDUM #________DATED__________

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

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

The undersigned agrees, if awarded the Contract, to substantially complete the work on or before Friday, October 27, 2023. The undersigned also agrees, if awarded the Contract, that no more than 80% of the contract amount will be sublet to other contractors.

Signed (by individual authorized to sign contract) ________________________________

By (printed name & title) ___________________________________________ Phone __________

PO Box (if applicable) ___________________________ Email __________________________

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

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

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY OF MAINE SYSTEM, BY AND THROUGH THE UNIVERSITY OF MAINE AT FARMINGTON, a certain proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the [UMF Merrill Hall Facade Restoration / Window].

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
NOTICE OF AWARD

DATE

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

RE: NOTICE OF AWARD – UMF MERRILL HAL FAÇADE RESTORATION/WINDOWS 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 $??,000.00 for the above named project, subject to final resolution of any bid protests and the parties’ ability to establish and confirm final terms, as well as the execution of a written contract and your furnishing satisfactory bonds within twelve (12) calendar days as provided in the bidding documents.

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

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

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

The day-to-day administrative and technical details of this project will be handled by the Architect/Engineer, [Insert name of Architect/Engineer company here, or UMS Department, if being handled by the University]. All correspondence relative to the day-to-day administration of the project should be directed to [Insert name of the individual Architect/Engineer on the project or project manager if being handled by the University; phone number; email].

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

Sincerely,

Laurie Gardner
Chief Business Officer

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

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

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

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Contract Documents entitled UMF MERRILL HALL FAÇADE RESTORATION/WINDOWS, prepared by [Insert name of Architect/Engineer here], acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

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

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

ARTICLE 3: THE CONTRACT SUM

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

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

Alternate (1) ______ Alternate (2) ______ Alternate (3) ______

Unit Prices

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

ARTICLE 4: THE CONTRACT DOCUMENTS

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

.1 This agreement.

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

.4 The Specifications as outlined in the Project Manual: [Insert Name of Project Here], dated __________________ .

.5 The Drawings as listed in the Project Manual.

ARTICLE 5: OWNER’S REPRESENTATIVES

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

The Owner’s Project Manager on this project will be [Insert Name of Project Manager].

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
KNOW ALL BY THESE PRESENTS THAT (1) ____________________________

of ____________________________ and State of ____________________________, as PRINCIPAL;

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

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

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

Signed and sealed this (4) _____________ day of ____________________________, 20______.

WITNESSES: 

SIGNATURES: LS

LS

LS

Bonding Company Agent:

Company: ____________________________

Street: ____________________________

City, State, Zip: ____________________________

Telephone: ____________________________

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

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

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 61 13.13
KNOW ALL BY THESE PRESENTS THAT (1) __________________________ (2) __________________________
of __________________________ and State of __________________________, as PRINCIPAL, and (3) __________________________, a corporation duly organized under the laws of the State of __________________________ and having a usual place of business in __________________________, as SURETY, are held and firmly bound unto the University of Maine System in the sum of __________________________ Dollars ($________________________), for the use and benefit of claimants* as herein below defined, for the payment whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

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

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

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

WITNESSES:  
SIGNATURES:  

_________________________  
_________________________  
_________________________

LS  
LS  
LS

Bonding Company Agent:
Company: __________________________
Street: __________________________
City, State, Zip: __________________________
Telephone: __________________________

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

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

**DO NOT ALTER LANGUAGE**

END OF SECTION 00 61 13.16
# Supplemental Attachment for ACORD Certificate of Insurance 25

**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)  

**CERTIFICATE INFORMATION:**  
Producer:  
Insured:  
Date:  

---

### 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?

### 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>
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<th>Description</th>
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<tbody>
<tr>
<td>b</td>
<td>Pollution liability insurance</td>
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<td>Coverage limits:</td>
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<td>c</td>
<td>Insurance for maritime liability risks associated with the operation of a vessel</td>
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<td>Coverage limits:</td>
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<tr>
<td>d</td>
<td>Insurance for the use or operation of manned or unmanned aircraft</td>
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<td>Coverage limits:</td>
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<td>e</td>
<td>Property insurance</td>
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<td>Coverage limits:</td>
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<td>Railroad protective liability insurance</td>
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<td>Coverage limits:</td>
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<td>Asbestos abatement liability insurance</td>
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<td>Coverage limits:</td>
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<tr>
<td>h</td>
<td>Insurance for physical damage to property while it is in storage and in transit to the construction site</td>
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<td>Coverage limits:</td>
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<td>i</td>
<td>Other:</td>
</tr>
</tbody>
</table>

(Authorized Representative)

(Date of Issue)
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

<table>
<thead>
<tr>
<th>INSURERS AFFORDING COVERAGE</th>
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<tr>
<td>INSURER A:</td>
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<td>INSURER B:</td>
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<td>INSURER C:</td>
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<td>INSURER D:</td>
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<td>INSURER E:</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS MADE</td>
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<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT (Ea accident)</td>
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<td>ALL OWNED AUTOS</td>
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<td>BODILY INJURY (Per person)</td>
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<td>SCHEDULED AUTOS</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>HIRED AUTOS</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>WC STATUTORY LIMITS</td>
<td>OTHER</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

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

Project:

**CERTIFICATE HOLDER**

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

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
IMPORTANT

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

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

DISCLAIMER

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

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions
This insurance does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

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

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

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

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

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

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

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

i. War

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

(1) War, including undeclared or civil war;

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

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

j. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with 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.

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 – COVERSAGES 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;

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
c. All other parts of the world if the injury or damage arises out of:
   (1) Goods or products made or sold by you in the territory described in a. above;
   (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
   (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

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

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

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

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

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

if such property can be restored to use by:

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

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

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

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

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

11. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

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

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

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

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

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

16."Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
         (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
   b. Does not include "bodily injury" or "property damage" arising out of:
      (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
      (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

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

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
         (a) You;
         (b) Others trading under your name; or
         (c) A person or organization whose business or assets you have acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
      (2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf; and
      (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
      (2) The providing of or failure to provide warnings or instructions.
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

CG 20 10 07 04
© ISO Properties, Inc., 2004

UMF Merrill Hall
Façade Restoration/Windows
00 62 16.12 - 1
Certificate of Insurance Form
CG 20 10 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>
<tbody>
<tr>
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</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
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 00 62 16.14
### G703 Schedule of Values (Continuation Sheet)

**UMF Merrill Hall**
**Façade Restoration/Windows**

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

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**Notes**: The document is a continuation sheet for the G703 Schedule of Values, detailing the work completed, materials stored, and retainage. Each row represents a different item of work with columns for description, scheduled value, work completed, and balance to finish. The total retainage is calculated at the end.
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:
224 Main Street
Farmington, ME 04938

PROJECT:
VIA
ARCHITECT:

APPLICATION NO:  
PERIOD TO:  

CONTRACT FOR:  
CONTRACT DATE:  
PROJECT NOS:  /  /  

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

1. ORIGINAL CONTRACT SUM ............................................................................... . 0.00
2. NET CHANGE BY CHANGE ORDERS ............................................................... .. 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ........................................................... . 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ................ . 0.00
5. RETAINAGE:
   a. _O __ % of Completed Work
      (Column D + E on G703) ................................................................. . 0.00
   b. 0 % of Stored Material
      (Column F on G703) .......................................................................... . 0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) ....................... . 0.00
6. TOTAL EARNED LESS RETAINAGE .................................................................. . 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .......................................... .. 0.00
   (Line 6 Less Line 5 Total)
8. CURRENT PAYMENT DUE .............................................................................. . 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ............................................ . 0.00
   (Line 3 less Line 6)

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

CONTRACTOR:  
By: __________________ Date: ___________  
State of: ———  
County of: ———  
Notary Public: ———  
My Commission expires: ———

ARCHITECT’S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:  
By: __________________ Date: ___________  

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
SECTION 00 62 76.13
SAMPLE

SALES TAX FORM

DATE: __________________________

VENDOR: __________________________________________
Vendor Name

__________________________________________________
Vendor Address

__________________________________________________
Vendor City, State Zip

I hereby certify under penalties of perjury, that:

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

This project is titled: UMF MERRILL HALL FAÇADE RESTORATION/WINDOWS
Project Title

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

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

Signed: _______________________________________
Authorized Signature

Name &Title: _______________________________________

Firm Name: _______________________________________

Firm Address: _______________________________________

Firm City, State Zip _______________________________________

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

PROJECT: (Name and address)
Samples

ARCHITECT’S PROJECT NUMBER:

OWNER:

ARCHITECT:

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

CONTRACT FOR:

CONTRACT DATED:

SURETY:

OTHER:

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

on bond of
(Insert name and address of Contractor)

, SURETY,

, 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)
STORED MATERIALS

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

Project Title: University of Maine at Farmington
Location: University of Maine at Farmington
Contractor: __________________________

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

<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>
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</thead>
<tbody>
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</table>

Total

Surety

Power of Attorney Must be Attached

By: ________________

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, it successors and assigns, all and singular, the Materials described in the schedule above. The Contractor agrees that:

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

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

3. The Materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss;

UMF Merrill Hall
Façade Restoration/Windows

00 62 79 - 1

Stored Materials Form
4. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of Materials granted to the Owner.

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

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

7. The following information is included with this form:

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

Witness:

__________________________________________
By: ________________________________ (SEAL)
   Principal/Contractor-Individual

Witness:

__________________________________________
__________________________________________
__________________________________________
__________________________________________
   Principal/Contractor-Individual
   (SEAL)
   (SEAL)
   (SEAL)
   (SEAL)

Attest:

__________________________________________
By: ________________________________
   Principal/Contractor-Corporation
   Secretary
   President

END OF SECTION 00 62 79
AIA® Document G716™ – 2004

Request for Information ("RFI")

TO:                                    FROM:

PROJECT:                               ISSUE DATE:  RFI No.
Samples

PROJECT NUMBERS: /                     REQUESTED REPLY DATE:

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>
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<tbody>
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<td>Samples</td>
<td>Contract For:</td>
<td>ASI Number:</td>
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<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>
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</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
Construction Change Directive

PROJECT: (name and address)
Samples

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

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

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

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

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

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

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

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

ARCHITECT (Firm name)
SIGNATURE
PRINTED NAME AND TITLE
DATE

OWNER (Firm name)
SIGNATURE
PRINTED NAME AND TITLE
DATE

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

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

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

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE
Change Order

PROJECT: (Name and address)  
Samples

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.)

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

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

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

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

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

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User Notes:

UMF Merrill Hall Facade Restoration/Windows
Certificate of Substantial Completion

PROJECT: (name and address)
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Certificate Number:
Date:

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

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

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

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

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

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

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

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

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

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

Cost estimate of Work to be completed or corrected: $

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

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

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

CONTRACTOR (Firm Name)
SIGNATURE
PRINTED NAME AND TITLE
DATE

OWNER (Firm Name)
SIGNATURE
PRINTED NAME AND TITLE
DATE
DATE:

PROJECT NAME: UMF MERRILL HALL FACADE RESTORATION/WINDOWS

SUBSTANTIAL COMPLETION DATE:

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

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

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

CONTRACTOR:

By: ________________________________ Date: __________________

Name: ______________________________

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

ARCHITECT:

By: ________________________________ Date: __________________

Name: ______________________________

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

OWNER:

By: _______________ Date: _______________

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) Samples  
**ARCHITECT'S PROJECT NUMBER:** Owner:  
**TO OWNER:** (Name and address) University of Maine System  
by and through University of Maine at Farmington  
224 Main Street  
Farmington, ME 04938  
**CONTRACT FOR:** CONTRACT DATED:**  
**OWNER:**  
**ARCHITECT:**  
**CONTRACTOR:**  
**SURETY:**  
**OTHER:**

**STATE OF:**  
**COUNTY OF:**

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

**EXCEPTIONS:**

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

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

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

**CONTRACTOR:** (Name and address)

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

Subscribed and sworn to before me on this date:  
Notary Public:  
My Commission Expires:

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)
Samples

ARCHITECT’S PROJECT NUMBER:

OWNER: □

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

CONTRACT FOR:

ARCHITECT: □

ARCHITECT: □

CONTRACT DATED: □

CONTRACTOR: □

SURETY: □

OTHER: □

STATE OF: 
COUNTY OF: 

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

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

CONTRACTOR: (Name and address)

BY: ___________________________________________________________________
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:
DATE: ____________________________

State of Maine
County of ____________________________

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

SUBJECT:

Project Name: UMF MERRILL HALL FACADE RESTORATION/WINDOWS
Project Location: UNIVERSITY OF MAINE AT FARMINGTON

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

Signed: ____________________________________________
Title: ________________________________________________
Firm Name: ____________________________________________

NOTARY

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

________________________________________
Signature Notary Public

END OF SECTION 00 65 19.17
DATE: _________________________________

State of Maine
County of _________________________________

SUBJECT:

Project Name: UMF MERRILL HALL FAÇADE RESTORATION/WINDOWS
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 Insert Project
Name Here located in Insert Location Here (hereinafter called the “Premises”) through the date of
________________________. Subcontractor shall take all reasonable action to discharge any lien
currently filed or pending against __________________________ and the University of Maine System,
including without limitation the recording of instruments discharging said lien with the appropriate Registry of
Deeds.

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

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

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

[Insert Project Name Here] 00 65 19.18 - 1  Subcontractor-Supplier Conditional Release
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:**

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

**ARCHITECT:**

**CONTRACT FOR:**

**SURETY:**

**CONTRACT DATED:**

**CONTRACTOR:**

**SURETY:**

**OTHER:**

---

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

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):
AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

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

THE ARCHITECT:
(Name, legal status and address)

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

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

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Façade Restoration/Windows
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A201 - General Conditions of the Contract
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.

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

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

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner
§ 2.5 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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

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

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

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors,
inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

By making requests for substitutions, the Contractor

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

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

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

§ 1310. Wage and benefits rates to be kept posted
A clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such a record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

§ 1311. Wage and benefit record of contractor
The contractor and each subcontractor in charge of the construction of a public work shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such a record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

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

§ 3.4.6 EQUAL EMPLOYMENT OPPORTUNITY
During the performance of this contract, the contractor agrees as follows:
.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status.
.3 The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth by the Maine Human Rights Commission, found on their website (https://www1.maine.gov/mhrc/guidance/mhra_guarantees.htm), to be provided by the contracting department or agency, advising the said labor union or workers’ representative of the contractor’s commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
.4 The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
.5 Contractors and subcontractors with contracts in excess of $50,000 will also pursue in good faith affirmative action programs.
§ 3.5 Warranty
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 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 submission 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.
§ 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.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

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

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

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

.1 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.
For each Subcontractor involved, for Work performed by the Subcontractor’s Sub-subcontractors, 10% of the amount due the Sub-subcontractor.

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

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

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

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

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

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract Documents or subsequently agreed upon;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:
1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

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

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

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

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
§ 8.2 Progress and Completion
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

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

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may shall also withhold a Certificate for Payment or, because of subsequently discovered evidence, may shall nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
defective Work, i.e., Work that does not conform to the requirements of the Contract, shall include, but not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied.

The Architect shall deduct and withhold from any certification for payment an amount equal to one hundred and fifty percent (150%) of the value of any defective Work.

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

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

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

damage to the Owner or a Separate Contractor;

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9.10.4 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;

§ 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
the 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.
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed
settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 44-30 days from
receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object,
the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the
Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter,
if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor
shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that
purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the
proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising
out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any
dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed
Work.
ARTICLE 12   UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor
  .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and  
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or 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 cease operations as directed by the Owner in the notice; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and 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 a final decision.
mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association conducted in the place where the Project 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 are (_____/[enter amt if can reasonably determine–provide method of determination; otherwise] set forth below). By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Owner due to the Contractor’s failure to complete the Work within the Contract Time.

<table>
<thead>
<tr>
<th>Original Contract Amount From More Than</th>
<th>To and Including</th>
<th>Per Diem Amount of Liquidated Damages</th>
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<tr>
<td>$4,000,000</td>
<td>and more</td>
<td>$1,500</td>
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</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.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risk”, completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

§ A.2.3.1.2 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 the cause of loss and any applicable sub-limit for specific required coverages.)

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

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

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of
coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
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ARTICLE A.3 CONTRACTOR’S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and 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.

Init.

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User Notes:

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§ A.3.2 Contractor’s Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

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

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

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

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

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

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

§ 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.2.3.3.2-insurance. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any
deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor’s obligation to provide property insurance differs from the Owner’s obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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

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

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

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

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

Coverage Limits

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

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

(Specify type and penal sum of bonds.)

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

Type Penal Sum ($0.00)

Payment Bond
Performance Bond

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A
Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

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

<table>
<thead>
<tr>
<th>Occupational Title</th>
<th>Minimum Wage</th>
<th>Minimum Benefit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brickmasons And Blockmasons</td>
<td>$35.00</td>
<td>$0.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Carpenter</td>
<td>$26.40</td>
<td>$12.38</td>
<td>$38.78</td>
</tr>
<tr>
<td>Carpenters</td>
<td>$28.10</td>
<td>$14.22</td>
<td>$42.32</td>
</tr>
<tr>
<td>Cement Masons And Concrete Finisher</td>
<td>$22.13</td>
<td>$5.18</td>
<td>$27.31</td>
</tr>
<tr>
<td>Construction And Maintenance Painters</td>
<td>$34.61</td>
<td>$2.65</td>
<td>$37.26</td>
</tr>
<tr>
<td>Construction Laborer</td>
<td>$20.00</td>
<td>$2.15</td>
<td>$22.15</td>
</tr>
<tr>
<td>Control And Valve Installers And Repairers - Except Mechanical Door</td>
<td>$26.00</td>
<td>$5.49</td>
<td>$31.49</td>
</tr>
<tr>
<td>Crane And Tower Operators</td>
<td>$26.38</td>
<td>$5.98</td>
<td>$32.36</td>
</tr>
<tr>
<td>Drywall And Ceiling Tile Installers</td>
<td>$26.89</td>
<td>$2.40</td>
<td>$29.29</td>
</tr>
<tr>
<td>Earth Drillers - Except Oil And Gas</td>
<td>$23.25</td>
<td>$5.53</td>
<td>$28.78</td>
</tr>
<tr>
<td>Electricians</td>
<td>$30.00</td>
<td>$9.26</td>
<td>$39.26</td>
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<tr>
<td>Elevator Installers And Repairers</td>
<td>$56.69</td>
<td>$42.31</td>
<td>$99.00</td>
</tr>
<tr>
<td>Excavating And Loading Machine And Dragline Operators</td>
<td>$25.25</td>
<td>$0.00</td>
<td>$25.25</td>
</tr>
<tr>
<td>Fence Erectors</td>
<td>$23.00</td>
<td>$5.72</td>
<td>$28.72</td>
</tr>
<tr>
<td>Floor Layers - Except Carpet/Wood/Hard Ties</td>
<td>$31.75</td>
<td>$5.19</td>
<td>$36.94</td>
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<tr>
<td>Glaziers</td>
<td>$20.00</td>
<td>$2.23</td>
<td>$22.23</td>
</tr>
<tr>
<td>Hazardous Materials Removal Workers</td>
<td>$21.00</td>
<td>$3.13</td>
<td>$24.13</td>
</tr>
<tr>
<td>Heating And Air Conditioning And Refrigeration Mechanics And Installers</td>
<td>$28.93</td>
<td>$4.25</td>
<td>$33.18</td>
</tr>
<tr>
<td>Heavy And Tractor - Trailer Truck Drivers</td>
<td>$11.00</td>
<td>$1.98</td>
<td>$12.98</td>
</tr>
<tr>
<td>Industrial Machinery Mechanics</td>
<td>$26.00</td>
<td>$5.82</td>
<td>$31.82</td>
</tr>
<tr>
<td>Industrial Truck And Tractor Operators</td>
<td>$24.00</td>
<td>$5.61</td>
<td>$29.61</td>
</tr>
<tr>
<td>Insulation Workers - Floor Ceiling And Wall</td>
<td>$26.25</td>
<td>$3.18</td>
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</tr>
<tr>
<td>Insulation Workers - Mechanical</td>
<td>$12.00</td>
<td>$3.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Ironworker - Ornamental</td>
<td>$25.00</td>
<td>$3.32</td>
<td>$28.32</td>
</tr>
<tr>
<td>Light Truck Or Delivery Services Drivers</td>
<td>$20.00</td>
<td>$2.30</td>
<td>$22.30</td>
</tr>
<tr>
<td>Mobile Heavy Equipment Mechanics - Except Engines</td>
<td>$28.00</td>
<td>$4.37</td>
<td>$32.37</td>
</tr>
<tr>
<td>Operating Engineers And Other Equipment Operators</td>
<td>$25.00</td>
<td>$2.15</td>
<td>$27.15</td>
</tr>
<tr>
<td>Paving Surfacing And Tamping Equipment Operators</td>
<td>$33.12</td>
<td>$0.00</td>
<td>$33.12</td>
</tr>
<tr>
<td>Pilelayers</td>
<td>$28.00</td>
<td>$7.20</td>
<td>$35.20</td>
</tr>
<tr>
<td>Plumbers Pipe Fitters And Steamfitters</td>
<td>$27.00</td>
<td>$4.65</td>
<td>$31.65</td>
</tr>
<tr>
<td>Reinforcing Iron And Rebar Workers</td>
<td>$21.00</td>
<td>$5.69</td>
<td>$26.69</td>
</tr>
<tr>
<td>Roofers</td>
<td>$20.75</td>
<td>$1.16</td>
<td>$21.91</td>
</tr>
<tr>
<td>Sheet Metal Workers</td>
<td>$24.38</td>
<td>$5.22</td>
<td>$29.60</td>
</tr>
<tr>
<td>Sider</td>
<td>$18.00</td>
<td>$2.44</td>
<td>$20.44</td>
</tr>
<tr>
<td>Structural Iron And Steel Workers</td>
<td>$25.25</td>
<td>$4.97</td>
<td>$30.22</td>
</tr>
<tr>
<td>Tapers</td>
<td>$26.75</td>
<td>$1.41</td>
<td>$28.16</td>
</tr>
<tr>
<td>Telecommunications Equipment Installers And Repairers - Except Line Installers</td>
<td>$33.25</td>
<td>$10.78</td>
<td>$44.03</td>
</tr>
<tr>
<td>Tile And Marble Setters</td>
<td>$25.50</td>
<td>$5.30</td>
<td>$30.80</td>
</tr>
</tbody>
</table>

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

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

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

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

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

A true copy

Attest: Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards
Expiration Date: 12-31-2022
Revision Date: 10-18-2022
SECTION 01 10 00 - SUMMARY

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 SUMMARY
   A. Section Includes:
      1. Project information.
      2. Work covered by Contract Documents.
      3. Phased construction.
      4. Work performed by Owner.
      5. Multiple Work Packages.
      6. Work under Owner's separate contracts.
      7. Future work not part of this Project.
      8. Owner's product purchase contracts.
      10. Owner-furnished/Owner-installed (OFOI) products.
      11. Contractor-furnished/Owner-installed (CFOI) products.
      12. Contractor's use of site and premises.
      13. Coordination with occupants.
      15. Specification and Drawing conventions.

B. Related Requirements:
   1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures
      governing temporary use of Owner's facilities.

1.3 DEFINITIONS
   A.

1.4 PROJECT INFORMATION
   A. Project Identification: UNIVERSITY OF MAINE AT FARMINGTON – MERRILL HALL
      FAÇADE RESTORATION- WINDOWS ( proj# 21.0153).
      1. Project Location: Main and Academy Street, Farmington Maine 04938.
   B. Owner: UNIVERSITY OF MAINE FARMINGTON , MAIN & ACADEMY STREET,
      FARMINGTON MAINE 04938.
      1. Owner's Representative: Richard Beaulieu, Capital Planning and Project Management
         Cell; 207-458-2102 Email: Richard.beaulieu@maine.edu.
   C. Architect: LeMessurier Consultants, 1 Madison Street South Portland Maine 04106 207-617-
      868-1200, Daniel C. Moreno, NCARB, AIA architect. 869- Architect's Representative: Daniel C.
      Moreno, NCARB, AIA, Architect #2409, 857-365-6101, dmoreno@lemessurier.com.
   D.

1.5 WORK COVERED BY CONTRACT DOCUMENTS
   A. The Work of Project is defined by the Contract Documents and includes, but is not limited to,
      the following:
1. Project scope façade restoration for 3-4 story masonry and stone building; work to cover but not limited to; removal, replacement of windows – matching existing - First Floor – Main floor windows are included as base bid, windows on other floors are assigned as bid alternates, as noted on plans. This work, provided with limited base bid scope of work, and alternate(s) as added work for windows to be provided beyond scope of base bid, will include related trim, accessory trim, ornamentation with the masonry opening, wood dentil trim, grilles, flashings and sealants, etc. All noted windows are to be removed, replaced as noted, and installed, verified in the field, from the exterior in so far as practical, so as to not adversely affect / impact / damage existing interior finishes and trim. > and other Work indicated in the Contract Documents.

B. Type of Contract: Owner -General Contractor | Lump Sum
1. Project will be constructed under a single prime contract.

1.6 PHASED CONSTRUCTION
A. Construct the Work in phases, with each phase substantially complete as indicated [on Drawings] [below].
1. Phase < TBD >: <Owner to access areas so as to not adversely disrupt ongoing use / business of facility>.
   a. Commencement of Construction:
      1) Notice to Proceed: Work of this phase shall commence within <30 days> after the Notice to Proceed.
      2) Substantial Completion:
         1) By October 27,2023.
B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule, showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.
C. Owner-Furnished/Contractor-Installed (OFCI) Products:
   1. <Insert description, in separate subparagraphs, for each Owner-furnished/Contractor-installed product>.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES
A. Unrestricted Use of Site: [Each]Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
B. Limits on Use of Site: Limit use of Project site to [Work in areas] [areas within the Contract limits] indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Driveways, Walkways and Entrances: Keep driveways, parking, loading areas, 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 for storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
D. **Condition of Existing Grounds:** Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 **COORDINATION WITH OCCUPANTS**

A. **Full Owner Occupancy:** Owner will occupy Project site and [existing] [adjacent] building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
   2. Notify Owner not less than [72] hours in advance of activities that will affect Owner's operations.

B. **TBD - Partial Owner Occupancy:** Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
   1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
   2. Provide not less than [72] hours' notice to Owner of activities that will affect Owner's operations.

C. **TBD - Owner Limited Occupancy of Completed Areas of Construction:** Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
   1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
   2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
   3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
   4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 **WORK RESTRICTIONS**

A. Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. **On-Site Work Hours:** Limit work to between 7:30 UNO As permitted by Local Code/ordinance a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
   1. Weekend Hours: Similar to Workweek.
   2. Early Morning Hours: similar to workweek.
   3. Work in Existing Building: Normal business hours Unless approved by Owner.
4. Hours for Utility Shutdowns: Notify Owner 7 days in advance.

5. On-Site Work Day Restrictions: Do not perform work [resulting in utility shutdowns] [or] [resulting in noisy activity] on-site during work black-out days indicated in Document 003113 "Preliminary Schedules."

D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
1. Notify [Architect] [Owner] not less than [two] days in advance of proposed utility interruptions.
2. Obtain [Architect's] [Construction Manager's] [Owner's] written permission before proceeding with utility interruptions.

E. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
1. Notify [Architect] [Owner] not less than [SEVEN] days in advance of proposed disruptive operations.
2. Obtain [Architect's] [And Or] [Owner's] written permission before proceeding with disruptive operations.

F. Smoking and Controlled Substance Restrictions: Use of tobacco products [alcoholic beverages,] and other controlled substances [within the existing building] [on Project site] [on Owner's property] is not permitted.

G. Employee Identification: [Provide] identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for [drug] [and] [background] screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS
A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations [scheduled on Drawings] [and] [published as part of the U.S. National CAD Standard].

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual or within Construction drawings.

1.11 MISCELLANEOUS PROVISIONS
A. <Insert miscellaneous provisions>.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)
END OF SECTION
SECTION 01 23 00 - ALTERNATES

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 SUMMARY
   A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS
   A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined
      in the bidding requirements that may be added to or deducted from the base bid amount if the
      Owner decides to accept a corresponding change either in the amount of construction to be
      completed or in the products, materials, equipment, systems, or installation methods described
      in the Contract Documents.

      1. Alternates described in this Section are part of the Work only if enumerated in the
         Agreement.
      2. The cost or credit for each alternate is the net addition to or deduction from the Contract
         Sum to incorporate alternates into the Work. No other adjustments are made to the
         Contract Sum.

1.4 PROCEDURES
   A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work
      of the alternate into Project.

      1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar
         items incidental to or required for a complete installation, whether or not indicated as part
         of alternate.

   B. Execute accepted alternates under the same conditions as other Work of the Contract.

   C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section.
      Specification Sections referenced in schedule contain requirements for materials necessary to
      achieve the work described under each alternate.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 2 TWO Phase 1 – Alternate #2

1. Base Bid: Project scope façade restoration for 3-4 story masonry and stone building; work to cover but not limited to; removal, replacement of windows – matching existing - First Floor – Main floor windows are included as base bid, windows on other floors are assigned as bid alternates, as noted on plans. This work, provided with limited base bid scope of work, and alternate(s) as added work for windows to be provided beyond scope of base bid, will include related trim, accessory trim, ornamentation with the masonry opening, wood dentil trim, grilles, flashings and sealants, etc. All noted windows are to be removed, replaced as noted, and installed, verified in the field, from the exterior in so far as practical, so as to not adversely affect / impact / damage existing interior finishes and trim. and other Work indicated in the Contract Documents. as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 00> "<SUMMARY>.

2. Alternate: <Removal and replacement of 2nd floor windows, related trim similar to work of base bid, cut – patch – match to / with existing> as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 00> "< SUMMARY>.

B. Alternate No. < 3 THREE>: <Phase 1 – Alternate #3 >.

1. Base Bid: < Project scope façade restoration for 3-4 story masonry and stone building; work to cover but not limited to; removal, replacement of windows – matching existing - First Floor – Main floor windows are included as base bid, windows on other floors are assigned as bid alternates, as noted on plans. This work, provided with limited base bid scope of work, and alternate(s) as added work for windows to be provided beyond scope of base bid, will include related trim, accessory trim, ornamentation with the masonry opening, wood dentil trim, grilles, flashings and sealants, etc. All noted windows are to be removed, replaced as noted, and installed, verified in the field, from the exterior in so far as practical, so as to not adversely affect / impact / damage existing interior finishes and trim. > and other Work indicated in the Contract Documents.> as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 00> "<SUMMARY>.

2. Alternate: <Removal and replacement of 3rd floor and attic windows, related trim similar to work of base bid, cut – patch – match to / with existing> as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 1> "< SUMMARY>.

C. Alternate No. < 4 FOUR>: <Phase 1 – Alternate #4 >.

1. Base Bid: < Project scope façade restoration for 3-4 story masonry and stone building; work to cover but not limited to; removal, replacement of windows – matching existing - First Floor – Main floor windows are included as base bid, windows on other floors are
assigned as bid alternates, as noted on plans. This work, provided with limited base bid scope of work, and alternate(s) as added work for windows to be provided beyond scope of base bid, will include related trim, accessory trim, ornamentation with the masonry opening, wood dentil trim, grilles, flashings and sealants, etc. All noted windows are to be removed, replaced as noted, and installed, verified in the field, from the exterior in so far as practical, so as to not adversely affect / impact / damage existing interior finishes and trim. > and other Work indicated in the Contract Documents.> as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 00> "<SUMMARY>.

2. Alternate: <Removal and replacement of BASEMENT windows, related trim similar to work of base bid, cut – patch – match to / with existing> as indicated on Drawing < UMF – Merrill Hall Façade Restoration | Windows> and as specified in Section < 01 10 00> "<SUMMARY>.

END OF SECTION
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
SECTION 01 29 00 - PAYMENT PROCEDURES

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 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Document 004373 "Proposed Schedule of Values Form" for requirements for furnishing proposed schedule of values with bid.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.[Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.]

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Architect at earliest possible date, but no later than [seven] < 7 > days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment
requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 01 10 00 "Summary."

B. Format and Content: Use Project Manual 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. Owner's name.
   c. Owner's Project number.
   d. Name of Architect.
   e. Architect's Project number.
   f. Contractor's name and address.
   g. Date of submittal.

2. Arrange schedule of values consistent with format of [AIA Document G703].

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) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.

   1) Labor.
   2) Materials.
   3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of [five] percent of the Contract Sum.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.

6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

7. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
8. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of
general overhead and profit for each line item.
9. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major
cost items that are not direct cost of actual work-in-place as separate line items.
10. Temporary Facilities: Show cost of temporary facilities and other major cost items that
are not direct cost of actual work-in-place as separate line items.
11. Closeout Costs: Include separate line items under Contractor and principal subcontracts
for Project closeout requirements in an amount totaling [five] percent of the Contract
Sum and subcontract amount.
12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or
Construction Change Directives result in a change in the Contract Sum. Include at least
one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent
with previous applications and payments, as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the
Owner/Contractor Agreement. The period of construction work covered by each Application for
Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Architect by the <1st business
day> of the month. The period covered by each Application for Payment is one month, ending
on the [last day of the month] < TBA >.

1. Submit draft copy of Application for Payment [seven] days prior to due date for
review by Architect.

for Applications for Payment.

1. 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 for work completed following previous Application for Payment,
whether or not payment has been received. Include only amounts for work completed at
time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last
day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project
acceleration.
F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit [three] signed and notarized original copies of each Application for Payment to [Architect] by a method ensuring receipt [within 24 hours]. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from [entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment] [subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application].

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 conditional final or full 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 conditional 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 executed waivers of lien on forms acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Products list (preliminary if not final).
6. Sustainable design action plans, including preliminary project materials cost data.
7. Schedule of unit prices.
8. Submittal schedule (preliminary if not final).
9. List of Contractor's staff assignments.
10. List of Contractor's principal consultants.
13. Initial progress report.
15. Certificates of insurance and insurance policies.
17. Data needed to acquire Owner's insurance.

J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: After completing Project closeout requirements, 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. Certification of completion of final punch list items.
3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
4. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706.
6. AIA Document G706A.
8. Evidence that claims have been settled.
9. 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.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
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 35 91 - HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general protection and treatment procedures for designated historic spaces, areas, rooms, and surfaces in Project.

1.2 DEFINITIONS

A. Consolidate: To strengthen loose or deteriorated materials in place.

B. Design Reference Sample: A sample that represents Architect's prebid selection of work to be matched; it may be existing work or work specially produced for Project.

C. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance that are important to the successful [preservation] [rehabilitation] [restoration] [and] [reconstruction] as determined by Architect.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.

H. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

L. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.

N. Retain: To keep an element or detail secure and intact.

O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.

P. Salvage: To protect removed or dismantled items and deliver them to Owner[ ready for reuse].

Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.

R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 COORDINATION

A. Historic Treatment Subschedule: A construction schedule coordinating the sequencing and scheduling of historic treatment work for entire Project, including each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces; and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for historic treatment work.

1. Schedule construction operations in sequence required to obtain best historic treatment results.

2. Coordinate sequence of historic treatment work activities to accommodate the following:
   a. Owner's continuing occupancy of portions of existing building.
   b. Owner's partial occupancy of completed Work.
   c. Other known work in progress.
   d. Tests and inspections.

3. Detail sequence of historic treatment work, with start and end dates.

4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.

5. Use of elevator and stairs.

6. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.

B. Pedestrian and Vehicular Circulation: Coordinate historic treatment work with circulation patterns within Project building(s) and site. Some work is near circulation patterns. Circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.
1.4 PROJECT MEETINGS FOR HISTORIC TREATMENT

A. Preliminary Historic Treatment Conference: Before starting historic treatment work, [Architect will conduct] conference at [Project site].

1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, historic treatment specialists, chemical-cleaner manufacturer(s), and installers whose work interfaces with or affects historic treatment shall be represented at the meeting.

2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
   a. Historic Treatment Subschedule: Discuss and finalize; verify availability of materials, historic treatment specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
   b. Fire-prevention plan.
   c. Governing regulations.
   d. Areas where existing construction is to remain and the required protection.
   e. Hauling routes.
   f. Sequence of historic treatment work operations.
   g. Storage, protection, and accounting for salvaged and specially fabricated items.
   h. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
   i. Qualifications of personnel assigned to historic treatment work and assigned duties.
   j. Requirements for extent and quality of work, tolerances, and required clearances.
   k. Methods and procedures related to historic treatments, including product manufacturers' written instructions and precautions regarding historic treatment procedures and their effects on materials, components, and vegetation.
   l. Embedded work such as flashings and lintels, special details, collection of wastes, protection of occupants and the public, and condition of other construction that affect the Work or will affect the work.

3. Reporting: [Architect will record] OR [Owners rep will record] conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct specifically for historic treatment work at [monthly] < OR as per contractor’s schedule > intervals. 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, Architect, and Contractor, each historic treatment specialist, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of historic treatment work activities shall be represented at these meetings. All participants at conference shall be familiar with Project and authorized to conclude matters relating to historic treatment work.

2. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of historic treatment work. Include topics for discussion as appropriate to status of Project.
a. Historic Treatment Subschedule: Review progress since last coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited with retention of quality; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities are completed within the Contract Time.

b. Schedule Updating: Revise Contractor's Historic Treatment Subschedule after each coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each entity present, including review items listed in the "Preliminary Historic Treatment Conference" Paragraph in this article and the following:

1) Interface requirements of historic treatment work with other Project Work.
2) Status of submittals for historic treatment work.
3) Access to historic treatment work.
4) Effectiveness of fire-prevention plan.
5) Quality and work standards of historic treatment work.
6) Change Orders for historic treatment work.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.5 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1. Dismantle and salvage each item or object and protect it from damage, then promptly deliver it to Owner where directed[ at Project site or as coordinated with owner].

2. Coordinate with Owner's [historical adviser] who will establish special procedures for dismantling and salvaging.

1.6 INFORMATIONAL SUBMITTALS

A. Historic Treatment Subschedule:

1. Submit historic treatment subschedule within [ten] days of date established for[ commencement of historic treatment work].

B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by Contractor's historic treatment operations.

C. Historic Treatment Program: Submit [15 days] before work begins.
D. Fire-Prevention Plan: Submit [20 days] before work begins.

1.7 QUALITY ASSURANCE

A. Historic Treatment Specialist Qualifications: An experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to the work as specified in each Section and that has completed a minimum of [five] recent projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.

1. Field Supervisor Qualifications: Full-time supervisors experienced in historic treatment work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on site when historic treatment work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond control of the specialist firm.

   a. Construct new mockups of required work whenever a supervisor is replaced.

B. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

C. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail the materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project historic treatment program with specific requirements of programs required in other historic treatment Sections.

   1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

   2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

D. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.


1.8 STORAGE AND HANDLING OF HISTORIC MATERIALS

A. Identification: Photograph, tag, and catalog historic items to be salvaged or reinstalled.

   1. Identify each item with a nonpermanent location identification tag indicating item name or use, location, and location identification number to document its original location.
Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying tag.

a. For groups of material, such as brick, provide location identification tag for pallet or container. Do not tag individually.

B. Salvaged Historic Materials:

1. Clean loose dirt and debris from salvaged historic items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area [on-site] [off-site] [designated by Owner] [indicated on Drawings].
5. Protect items from damage during transport and storage.

C. Historic Materials for Reinstallation:

1. Repair and clean historic items for reuse as indicated.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

D. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.

E. Storage: Store historic items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.

1. Secure stored materials to protect from theft.
2. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

F. Storage Space:

1. Owner will arrange for limited on-site location(s) for free storage of historic material. This storage space [includes] [does not include] security[and climate control] for stored material.
2. Arrange for off-site locations for storage and protection of historic material that cannot be stored and protected on-site.
1.9 FIELD CONDITIONS

A. Size Limitations in Historic Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by [12 inches] or more.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where historic treatment work is being performed.
3. Erect temporary barriers to form and maintain fire-egress routes.
4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during historic treatment work.
5. Contain dust and debris generated by historic treatment work, and prevent it from reaching the public or adjacent surfaces.
6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.

B. Temporary Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:

1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by historic treatment work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for historic treatment work.
3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.

1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection[as required or indicated on Drawings].

3.2 PROTECTION FROM FIRE

A. Follow fire-prevention plan and the following:

1. Comply with NFPA 241 requirements unless otherwise indicated
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
   a. If combustible material cannot be removed, provide fire blankets to cover such materials.
3. Prohibit smoking by all persons within Project work and staging areas[and as outlined per owner’s campus/building policy].

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:

1. Obtain Owner's approval for operations involving use of[open-flame or] welding or other high-heat equipment. Notify Owner[at least 72 hours] before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

   a. Train each fire watch in proper operation of fire-control equipment and alarms.
   b. Prohibit fire-watch personnel from other work that would distract from fire-watch duties.
   c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
   d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than [30 minutes] after conclusion of work[ in each area] to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
   e. Maintain fire-watch personnel at[ each area of] Project site until [60 minutes] [two hours] after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for type of fire risk in each work area. Ensure that nearby personnel and fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.

1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.
3.4 GENERAL HISTORIC TREATMENT

A. Have historic treatment work performed only by qualified historic treatment specialists.

B. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.

C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation [photographs] [or] [video recordings]. Comply with requirements in Section 01 32 33 "Photographic Documentation."

D. Perform [daily] inspections of Project site as the Work progresses to detect hazards resulting from historic treatment procedures.

E. Follow the procedures in subparagraphs below and procedures approved in historic treatment program unless otherwise indicated:

1. Retain as much existing material as possible; repair and consolidate rather than replace.
2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
3. Use reversible processes wherever possible.
4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation [photographs] [or] [video recordings]. Comply with requirements in Section 01 32 33 "Photographic Documentation."

F. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

G. Where missing features are indicated to be repaired or replaced, provide work with appearance based on accurate duplications rather than on conjecture, subject to approval of Architect.

H. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.

I. Identify new and replacement materials and features with permanent marks hidden in the completed Work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

3.5 HISTORIC TREATMENT SCHEDULE

A. Spaces, areas, rooms, and surfaces requiring special care and treatment to ensure successful [preservation] [rehabilitation] [restoration] [and] [reconstruction] are [indicated on Drawings].
END OF SECTION
SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

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 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 01 21 00 "Allowances" for allowance for metered use of temporary utilities.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to; Architect,[ Owners agents, ] testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use [without metering and without payment of use charges – confirm with Owner, Utility requirements and availability]. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use [without metering and without payment of use charges – confirm with Owner, Utility requirements and availability]. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within [15] days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
5. Other dust-control measures – inspect all windows/ openings to interior for proper – weather tight enclosure – coordinate with owner - dust protection within interior as required.

G. Noise and Vibration Control Plan: Identify construction activities that may impact the occupancy and use of existing spaces within the building or adjacent existing buildings, whether occupied by others, or occupied by the Owner. Include the following:

1. Methods used to meet the goals and requirements of the Owner.
2. Concrete masonry cutting method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb building occupants and that are planned to be performed during non-standard working hours as coordinated with the Owner.
6. Indicate locations of sensitive [research] [equipment] areas or other areas requiring special attention as identified by Owner. Indicate means for complying with Owner's requirements.
1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in [the United States Access Board's ADA-ABA Accessibility Guidelines] [and] [ICC/ANSI A117.1].

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS


B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

D. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats, minimum 36 by 60 inches.

E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Field Offices: Owner will provide conditioned interior space for field offices [for duration of Project].
C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

C. Air-Filtration Units: Subject to Scope of work; Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
   a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
   b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.

3. Perform daily construction cleanup and final cleanup using approved, HEPA-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction – subject to on site availability and capacity.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use—subject to on site availability and capacity.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities [is not permitted].

F. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

   1. Install electric power service [overhead] unless otherwise indicated.

H. Connect temporary service to Owner's existing power source, as directed by Owner – Subject to approval and capacity.
1. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
2. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

1. At each telephone, post a list of important telephone numbers.
   a. Police and fire departments.
   b. Ambulance service.
   c. Contractor's home office.
   d. Contractor's emergency after-hours telephone number.
   e. Architect's office.
   f. Engineers' offices.
   g. Owner's office.
   h. Principal subcontractors' field and home offices.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas [as indicated][within construction limits indicated] on Drawings.

C. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

D. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 31 20 00 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course in accordance with Section 32 12 16 "Asphalt Paving."

E. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

F. Parking: [Use designated areas of Owner's existing] parking areas for construction personnel.

G. Storage and Staging: [Use designated areas of Project site] for storage and staging needs.

H. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

I. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
   1. Identification Signs: Provide Project identification signs as indicated on Drawings.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
      a. Provide temporary, directional signs for construction personnel and visitors.
   3. Maintain and touch up signs, so they are legible at all times.

J. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

K. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

L. Temporary Elevator Use: [Use of elevators is not permitted].

M. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
   1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.
3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to [requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent].

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: In so far as practical, Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion. Notify Owner, per schedules submission, should tree trimming be required. Owner to provide tree trimming work, UNO.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

G. Site Enclosure Fence: [Before construction operations begin], furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: [As required to enclose entire Project site or portion determined sufficient to accommodate construction operations].
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. [Furnish one set of keys to Owner.]

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

K. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.

1. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
2. Paint and maintain appearance of walkway for duration of the Work.

L. Temporary Enclosures: As required per scope of work – during window installation, provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

M. Temporary Partitions: As required per scope of work – during window installation, provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by [Owner] from dust, fumes and noise.

1. Construct dustproof partitions with gypsum wallboard, with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side, as required by Authorities having jurisdiction.
2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
   a. Construct vestibule and airlock at each entrance, as required, through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

N. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
   a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
   b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
   c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."
Facade Restoration/Windows  Temporary Facilities and Controls

END OF SECTION
SECTION 01 73 00 - EXECUTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner's portion of the Work.
6. Coordination of Owner-installed products.
7. Progress cleaning.
8. Starting and adjusting.
10. Correction of the Work.

B. Related Requirements:

1. Section 01 10 00 "Summary" for coordination of work, and limits on use of Project site.
2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
4. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS
A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS
A. Cutting and Patching Conference: Conduct conference at [Project site].

1. Prior to [commencing work requiring cutting and patching], review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
   a. Contractor's superintendent.
   b. Trade supervisor responsible for cutting operations.
   c. Trade supervisor(s) responsible for patching of each type of substrate.
   d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

B. Layout Conference: Conduct conference at [Project site].

1. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
2. Review requirements for including layouts on Shop Drawings and other submittals.
3. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least [10] days prior to the time cutting and patching will be performed. Include the following information:
   1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
   3. Products: List products to be used for patching and firms or entities that will perform patching work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
      a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

QUALITY ASSURANCE

1.5 Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.[Operational elements include the following:]
   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Plumbing piping systems.
   f. Mechanical systems piping and ducts.
   g. Control systems.
   h. Communication systems.
   i. Fire-detection and -alarm systems.
   j. Conveying systems.
   k. Electrical wiring systems.
   l. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or
decreased operational life or safety. [Other construction elements include but are not limited to the following:]

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior curtain-wall construction.
d. Sprayed fire-resistant material.
e. Equipment supports.
f. Piping, ductwork, vessels, and equipment.
g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.
   1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
   1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, [mechanical and electrical systems,] and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION
   A. Existing Utility Information: Furnish information to [local utility] [Owner] that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

   B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

   C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

   D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT
   A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.

   B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

   C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING
   A. Identification: Owner will identify existing benchmarks, control points, and property corners.

   B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
C. Benchmarks: Establish and maintain a minimum of [two] permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION
A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb, and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
3.6 CUTTING AND PATCHING
A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
C. Temporary Support: Provide temporary support of Work to be cut.
D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.
H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall
coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in [Section 015000 "Temporary Facilities and Controls."] Three paragraphs below reduce or eliminate the need for similar provisions in other Sections. Insert other provisions needed because of unusual Project conditions. Specify unusual provisions for specific work in the individual Section.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION
SECTION 01 77 00 - CLOSEOUT PROCEDURES

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 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.
1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by [Architect]. Label with manufacturer's name and model number.
   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain [Architect's] [Owner's] signature for receipt of submittals.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of [10] days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
1.9 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, [starting with exterior areas first] [and] [proceeding from lowest floor to highest floor], listed by room or space number.
2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect[ and Construction Manager].
   d. Name of Contractor.
   e. Page number.

4. Submit list of incomplete items in the following format:
   b. PDF Electronic File: Architect will return annotated file.
   c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.10 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within [15] days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit [on digital media acceptable to Architect] AND OR [by email to Architect].

E. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.

i. Vacuum and mop concrete.

j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

l. Remove labels that are not permanent.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

o. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.

p. Clean strainers.

q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste-disposal requirements in [Section 01 50 00 "Temporary Facilities and Controls."]

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION
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.
   2. Salvage of existing items to be reused or recycled.
B. Related Requirements:
   1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
   2. Section 01 73 00 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS
A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and [store].
C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
E. 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.
B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.
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 structural load limitations of existing structure.
   3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property[, for environmental protection] [, for dust control] [and] [, for noise control]. Indicate proposed locations and construction of barriers.

B. 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. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Use of elevator and stairs.
   5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

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.
1. Before selective demolition, Owner will remove the following items:
   a. ALL INTERIOR FURNISHINGS, WALL /WINDOW TREATMENTS, ADJACENT TO OR IN CLOSE / PROXIMITY TO WORK AT AT WINDOWS – VERIFY WITH OWNER FOR INCLUSIONS AND OR EXCLUSIONS - 1 WEEK PRIOR TO WORK.

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

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. Hazardous materials will be removed by Owner before start of the Work.
   2. 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. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
   1. Hazardous material remediation is specified elsewhere in the Contract Documents.
   2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
   3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.

F. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by [12 inches] or more.

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

H. Utility Service: Maintain existing utilities indicated 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 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
   1. to be determined – based on exposed field conditions.
B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.


C.

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. [A/E of record to perform] an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

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

E. Survey of Existing Conditions: Record existing conditions by use of any of the following or combination there of; [measured drawings] [preconstruction photographs or video] [and] [templates].

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. Subject to Use / connection of existing utilities - 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.

4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.

c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

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.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 “Temporary Facilities and Controls.”

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 for at least 1 hour 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. [Comply with ALL LOCAL, STATE AND FEDERAL requirements.]
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. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 02 42 96 "Historic Removal and Dismantling."

D. Removed and Salvaged Items:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area [on-site] or as [designated by Owner]
   5. Protect items from damage during transport and storage.

E. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition[ and cleaned] and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

B. Wood Trim, sill, jamb extensions, etc: as work is “planned “ to be carried out from the exterior, it is anticipated scope may impact cutting, disconnecting wood trim, sealants, gaskets,etc.. from the existing windows and adjacent substrates. Contractor to use care in protecting all existing trim, in so far as practical, for resizing / reuse. Contractor to retain all broken/ not useable wood for re-creation for match -patch to existing with new windows.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable 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: <to be determined>.

B. Remove and Salvage: <to be determined>.

C. Remove and Reinstall: <to be determined>.

D. Existing to Remain: <as noted on plans>.

E. Dismantle: <to be determined>.

END OF SECTION
SECTION 02 42 96024296 - HISTORIC REMOVAL AND DISMANTLING
PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:

1. Historic treatment procedures for removal and dismantling work for designated historic spaces, areas, rooms, and surfaces and the following specific work:
   a. Removal and dismantling of indicated portions of building or structure and debris hauling.
   b. Salvage of existing items to be reused or recycled- subject to verification.

B. Related Requirements:

1. Section 01 35 91 "Historic Treatment Procedures" for general historic treatment requirements.

1.2 DEFINITIONS
A. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
B. Existing to Remain: Existing items that are not to be removed or dismantled, except to the degree indicated for performing required Work.
C. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
D. Retain: To keep an element or detail secure and intact.
E. Salvage: To protect removed or dismantled items and deliver them to Owner.

1.3 PRECONSTRUCTION MEETINGS
A. Preconstruction Conference(s): Conduct conference(s) at [Project site].

1. Review minutes of Preliminary Historic Treatment Conference that pertain to removal and dismantling procedures and protection of historic areas and surfaces.
2. Review list of items indicated to be salvaged.
3. Verify qualifications of personnel assigned to perform removal and dismantling.
4. Inspect and discuss condition of each construction type to be removed or dismantled.
5. Review requirements of other work that depends on condition of substrates exposed by removal and dismantling work.
6. Review methods and procedures related to removal and dismantling work, including, but not limited to, the following:
   a. Historic removal and dismantling specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
   b. Materials, material application, sequencing, tolerances, and required clearances.
   c. Fire prevention.
   d. Coordination with building occupants.

1.4 INFORMATIONAL SUBMITTALS
A. Qualification Statements: For [historic removal and dismantling specialist] [and] [historic removal and dismantling specialist's field supervisors].
B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by Contractor's removal and dismantling operations.
C. Removal and Dismantling Historic Treatment Program: Submit [30 days] before work begins.
D. List of Items Indicated To Be Salvaged: Prepare a list of items indicated on Drawings to be salvaged for Owner's use or for reinstallation. Submit [15 days] before preconstruction conference.

E. Inventory of Salvaged Items: After removal or dismantling Work is complete, submit a list of items that have been salvaged.

1. Include item description, item condition, number of items if more than one of a type, and tag number. [Include photo of item in original location.]
2. As work proceeds, include on the inventory items that were indicated to be salvaged and items of historic importance discovered during the work. Document reasons, if any, why an item indicated to be salvaged was not salvaged.

1.5 QUALITY ASSURANCE

A. Historic Removal and Dismantling Specialist Qualifications: A qualified historic treatment specialist. General selective demolition experience is insufficient experience for historic removal and dismantling work.

B. Removal and Dismantling Historic Treatment Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of removal and dismantling work, including protection of surrounding and substrate materials and Project site.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.

2. Debris Hauling: Include plans clearly marked to show debris-hauling routes, turning radii, and locations and details of temporary protective barriers.

1.6 MOCKUPS

A. Prepare mockups of specific historic removal and dismantling procedures specified in this Section to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Typical Removal Work, Large-Scale Mockups: Remove typical < existing window, ornamental brick, column capital and or base, soffit/fascia/wall bracket > as indicated on Drawings.

2. Typical Removal Work, Limited Mockups: Remove a PRE-SELECTED WINDOW /ASSEMBLY – APPROX 4FT WIDE BY 9FT > area of typical [wall/window].

3. Typical Dismantling Work, Limited Mockups: Dismantle an [approximately 50 sq. ft.]

4. Exploratory Dismantling of [window ] < remove to define corrective detail for new work at windows, dormer trim >: Perform exploratory dismantling in the presence of the Architect or agent for architect.

5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

B. Regulatory Requirements: Comply with notification regulations of authorities having jurisdiction before beginning removal and dismantling work. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as long as practicable.

1. Before removal and dismantling, Owner will remove the following items:

   a. < ANY AND ALL FURNISHINGS, EQUIPMENT, FILE CABINET, WINDOW/WALL TREATMENT – FLOOR TO CEILING, ON ASSOCIATED WALL AND ADJACENT WALL, FLOOR AREA IN FRONT OF FOR MIN 8FT
DEPTH AND CLEAR PATH TO THE DOORS – CONTRACTOR TO CONFIRM DESIRED WORK SPACE IF REQUIRED>

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

C. Hazardous Materials:

1. Hazardous materials are present in construction affected by removal and dismantling work. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
   a. Hazardous material remediation is specified in Section.
   b. Do not disturb hazardous materials or items suspected of containing hazardous materials, except under procedures specified in Section.
   c. If unanticipated asbestos is suspected, stop work in the area of potential hazard, shut off fans and other air handlers ventilating the area, and rope off area until the questionable material is identified. Resume work in the area of concern after safe working conditions are verified.

D. Storage or sale of removed or dismantled items on-site is not permitted unless otherwise indicated.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 HISTORIC TREATMENT SPECIALISTS

A. Historic Removal and Dismantling Specialist Firms: Subject to compliance with requirements, [firms that may perform historic removal and dismantling include, but are not limited to, the following]:

1. < WINDOW REPLACEMENT, TRIM, FASCIA, SOFFIT, DORMER SIDING AND TRIM ETC. >.

3.2 HISTORIC REMOVAL AND DISMANTLING EQUIPMENT

A. Removal Equipment: Use manual, handheld tools. Handheld power tools may be permitted on a case-by-case basis with approval by Architect.

B. Dismantling Equipment: Use manual, handheld tools, except as follows or otherwise approved by Architect on a case-by-case basis:

1. Handheld power tools are permitted only as submitted in the historic treatment program. They must be adjustable so as to penetrate or cut only the thickness of material being removed.
2. Pry bars more than 18 inches long and hammers weighing more than 2 lb are not permitted for dismantling work.

3.3 EXAMINATION

C. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures are necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.

1. Verify that affected utilities are disconnected and capped.
2. Inventory and record the condition of items to be removed and dismantled for reinstallation or salvage. Enter this information on the inventory of salvaged items.
3. Before removal or dismantling 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.

D. Survey of Existing Conditions: Record existing conditions by use of [preconstruction photographs] [and / OR] [preconstruction video recordings].
1. Comply with requirements specified in Section 013233 "Photographic Documentation."

C. Perform surveys as the Work progresses to detect hazards resulting from historic removal and dismantling procedures.

3.4 HISTORIC REMOVAL AND DISMANTLING

A. General: Have removal and dismantling work performed by a qualified historic removal and dismantling specialist. Ensure that historic removal and dismantling specialist's field supervisors are present when removal and dismantling work begins and during its progress.

B. Comply with requirements in Section 013591 "Historic Treatment Procedures" for identifying and storing historic items.

C. Perform work according to the historic treatment program[and approved mockup(s)].
   1. Perform removal and dismantling to the limits indicated.
   2. Provide supports or reinforcement for existing construction that becomes temporarily weakened by removal and dismantling work, until the Project Work is completed unless otherwise indicated.
   3. Perform cutting by hand or with small power tools as permitted by Architect wherever possible. Cut holes and slots neatly to size required, with minimum disturbance of adjacent work.
   4. Do not operate air compressors inside building unless approved by Architect in each case.
   5. Do not drill or cut columns, beams, joints, girders, structural slabs, or other structural supporting elements, without having Contractor's professional engineer's written approval for each location before such work is begun.
   6. Dispose of removed and dismantled items off-site unless indicated to be salvaged or reinstalled.

D. Water-Mist Sprinkling: ( EXTERIOR USE OPTION ONLY) AND AS APPROVED BY CODE AND PROJECT CONDITIONS AS OUTLINED ) Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment according to the historic treatment program to ensure that such water does not create a hazard or adversely affect other building areas or materials.

E. Unacceptable Equipment: Keep equipment that is not permitted for historic removal or dismantling work away from the vicinity where such work is being performed.

F. Removing and Dismantling Items on or Near Historic Surfaces:
   1. Use only dismantling equipment and procedures within [12 inches] of historic surface. Protect historic surface from contact with or damage by tools.
   2. Wherever possible, unfasten items in the opposite order from which they were installed.
   3. Support each item as it becomes loosened to prevent stress and damage to the historic surface.
   4. Dismantle anchorages.

G. Masonry Walls:
   1. Remove masonry carefully, and erect temporary bracing and supports as needed to prevent collapse of materials being removed.
   2. Stop removal work and immediately inform Architect and Contractor's professional engineer if any structural elements above or adjacent to the work show signs of distress or dislocation during any phase of removal work.
   3. Remove wall in easily managed pieces.
   4. During removal, maintain the stability of the partially remaining wall.

H. Anchorages:
   1. Remove anchorages associated with removed items.
   2. Dismantle anchorages associated with dismantled items.
   3. In nonhistoric surfaces, patch holes created by anchorage removal or dismantling according to the requirements for new work.
4. In historic surfaces, patch or repair holes created by anchorage removal or dismantling according to Section that is specific to the historic surface being patched.

END OF SECTION 02 42 96 02 42 96 4296
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. Mildew-resistant joint sealants.
   4. Butyl joint sealants.
   5. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS
B. Preinstallation Conference: Conduct conference at [Project site]. ACTION

1.3 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.

1.4 INFORMATIONAL SUBMITTALS
A. Test and Evaluation Reports:
   1. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
      a. Joint-sealant location and designation.
      b. Manufacturer and product name.
      c. Type of substrate material.
      d. Proposed test.
      e. Number of samples required.


B. Field Quality-Control Submittals:
   1. NOT REQUIRED IF USING WINDOW MANUFACTURERS RECOMMENDED PRODUCT FOR INSTALLATION Field-Adhesion-Test Reports: For each sealant application tested.

C. Sample warranties.

1.5 CLOSEOUT SUBMITTALS
A. Warranty Documentation:
1. Manufacturers' special warranties.
2. Installer's special warranties.

1.6 QUALITY ASSURANCE
A. Qualifications:
   1. Installers: Authorized representative who is trained and approved by manufacturer.
   2. Testing Agency: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

1.7 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.

1.8 PRECONSTRUCTION TESTING
A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
   1. Adhesion Testing: Use ASTM C794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
   2. Compatibility Testing: Use ASTM C1087 to determine sealant compatibility when in contact with glazing and gasket materials.
   4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
   5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
   6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
   7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
   1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
   2. Conduct field tests for each kind of sealant and joint substrate.
   3. Notify Architect seven days in advance of dates and times when test joints will be erected.
   4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
         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.
   5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.9 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.

1.10 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: 2 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: 5 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 contaminants.

PART 2 - PRODUCTS
2.1 SOURCE LIMITATIONS
A. Obtain joint sealants from single manufacturer [for each sealant type].

2.2 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 indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range].

2.3 SILICONE JOINT SEALANTS
A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.
   1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
B. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

C. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

D. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

E. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

F. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

G. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

H. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

I. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 100/50, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

J. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

K. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade P, Class 100/50, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2.4 NONSTAINING SILICONE JOINT SEALANTS
A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.
B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
D. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
E. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.5 MILDEW-RESISTANT JOINT SEALANTS
A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
C. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.6 POLYSULFIDE JOINT SEALANTS
A. Polysulfide, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
B. Polysulfide, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade NS, Class 25, Use NT.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
C. Polysulfide, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T and NT.
1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.7 BUTYL JOINT SEALANTS
   A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.8 LATEX JOINT SEALANTS
   A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.9 JOINT-SEALANT BACKING
   A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

   B. 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.

   C. 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.

2.10 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.

3.4 FIELD QUALITY CONTROL
A. Testing Agency: Owner will 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.

3.7 JOINT-SEALANT SCHEDULE
A. Exterior joints in horizontal traffic surfaces [JS-#]:

1. Joint Locations:
   a. Other joints as indicated on Drawings.

2. Joint Sealant: [AS RECOMMENDED BY WINDOW MANUFACTURER]

3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].

B. Exterior joints in vertical surfaces and horizontal nontraffic surfaces [JS-#]:

1. Joint Locations:
   a. Other joints as indicated on Drawings.

2. Joint Sealant: [Silicone, nonstaining, S, NS, 50, NT].

3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].

C. Interior joints in vertical surfaces and horizontal nontraffic surfaces [JS-#]:

1. Joint Locations:
   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Other joints as indicated on Drawings.

2. Joint Sealant: [APPROVED WINDOW MANUFACTURER APPLICATION].

3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].

D. Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement [JS-#]:

1. Joint Locations:
   a. Control joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints between interior wall surfaces and frames of [interior doors] [windows].
   c. Other joints as indicated on Drawings.


3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].

E. Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces [JS-#]:

1. Joint Locations:
Facade Restoration/Windows

Joint Sealants

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.
c. Other joints as indicated on Drawings.

2. Joint Sealant: [Silicone, mildew resistant, acid curing, S, NS, 25, NT].
3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].

F. Concealed mastics [JS-#]:
1. Joint Locations:
   a. Aluminum thresholds.
   b. Sill plates.
   c. Other joints as indicated on Drawings.
2. Joint Sealant: [Butyl-rubber based].
3. Joint-Sealant Color: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range of colors].
SECTION 08 53 13 - VINYL WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes vinyl-framed windows.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   2. Review, discuss, and coordinate the interrelationship of vinyl windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
   3. Review and discuss the sequence of work required to construct a watertight and weather tight exterior building envelope.
   4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for vinyl windows.

B. Shop Drawings: For vinyl windows.
   1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

C. Samples: For each exposed product and for each color specified, [2 by 4 inches] in size.

D. Samples for Initial Selection: For units with factory-applied finishes.
1. Include Samples of hardware and accessories involving color selection.

E. Samples for Verification: For vinyl windows and components required, prepared on Samples of size indicated below:

1. Exposed Finishes: [2 by 4 inches].
2. Exposed Hardware: Full-size units.

F. Product Schedule: For vinyl windows. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Test Reports: For each type of vinyl window, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For manufacturer's warranties.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer capable of fabricating vinyl windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.

B. Installer Qualifications: An installer acceptable to vinyl window manufacturer for installation of units required for this Project.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace vinyl windows that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
   a. Failure to meet performance requirements.
   b. Structural failures including excessive deflection, water leakage, and air infiltration.
   c. Faulty operation of movable sash and hardware.
   d. Deterioration of materials and finishes beyond normal weathering.
   e. Failure of insulating glass.

2. Warranty Period:
   a. Window: [10] years from date of Substantial Completion.
   b. Glazing Units: [10] years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. Source Limitations: Obtain vinyl windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS
   A. Product Standard: Comply with AAMA/WDMA/CSA 101/L.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
      1. Window Certification: WDMA certified with label attached to each window.
      B. Performance Class and Grade: AAMA/WDMA/CSA 101/L.S.2/A440 as follows:
         1. Minimum Performance Class: [As indicated on Drawings].
         2. Minimum Performance Grade: [50] [As indicated on Drawings].
      C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of [0.30 Btu/sq. ft. x h x deg F].
      D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of [0.40] COMPLY WITH IECC FOR REGION.
      E. Sound Transmission Class (STC): Rated for not less than [30] STC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E413.
      F. Outside-Inside Transmission Class (OITC): Rated for not less than [22] [26] [30] OITC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E1332.

1. Large-Missile Test: For glazing located within [30 feet] of grade.
2. Small-Missile Test: For glazing located between 30 feet and [60 feet] above grade.

H. Windborne-Debris-Impact Resistance: Capable of resisting impact from windborne debris based on testing glazed windows identical to those specified, according to [ASTM E1886 and testing information in ASTM E1996] and requirements of authorities having jurisdiction.

2.3 VINYL WINDOWS

A. Operating Types: Provide the following operating types in locations indicated on Drawings:

1. Single hung.
2. Fixed.


1. Finish: Integral color, [white].
2. Gypsum Board Returns: Provide at interior face of frame. – VERIFY IN FIELD

C. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.

1. Kind: Fully tempered [where indicated on Drawings OR AS PER CODE].

CI. Windborne-Debris-Impact-Resistant Laminated Glass: ASTM C1172 with two plies of float glass.

1. Float Glass: [Annealed] [Heat strengthened] [Fully tempered] [As required by performance requirements indicated].
2. Inner Ply: Clear.
3. Interlayer: [0.090 inch] [As required by performance requirements indicated].
4. Outer Ply: [Clear].
5. Low-E Coating: [Sputtered on second or third surface].

CII. Insulating-Glass Units: ASTM E2190.

1. Glass: ASTM C1036, Type 1, Class 1, q3.
   a. Tint: [Clear].
   b. Kind: Fully tempered [where indicated on Drawings].

2. Lites: [Three].
3. Filling: Fill space between glass lites with [argon].
Vinyl Windows

4. Low-E Coating: [Sputtered on second or third surface].

F. Windborne-Debris-Impact-Resistant Insulating-Glass Units: ASTM E2190 with two lites and complying with impact-resistance requirements in "Window Performance Requirements" Article.

1. Exterior Lite: ASTM C1036, Type 1, Class 1, q3.
   a. Tint: [Clear].
   b. Kind: [Heat strengthened] [Fully tempered] AND OR AS REQUIRED BY CODE.

2. Interior Lite: ASTM C1172 clear laminated glass with two plies of float glass.
   a. Float Glass: [Annealed] [Heat strengthened] [Fully tempered] [As required by performance requirements indicated].
   b. Interlayer Thickness: [0.090 inch] [As required by performance requirements indicated].

3. Filling: Fill space between glass lites with [argon].
4. Low-E Coating: [Sputtered on second or third surface].

G. Glazing System: [Manufacturer's standard factory-glazing system that produces weathertight seal].

1. Dual Glazing System:
   a. Interior Lite: [Glass] [Insulating-glass unit].
   b. Exterior Lite: [Insulating-glass unit].

H. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: [As selected by Architect from manufacturer's full range].

I. Hung Window Hardware:

1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only.[Provide custodial locks.]
3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis to facilitate cleaning exterior surfaces from the interior.

J. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
K. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

A. Dividers (False Muntins): Provide divider grilles in designs indicated for each sash lite.

1. Quantity and Type: [match existing -refer to drawings ].
2. Material: [Manufacturer's standard].
3. Pattern: [As indicated on Drawings].
4. Profile: [match existing ].
5. Color: [ WHITE / MATCH EXISTING ].

2.5 INSECT SCREENS

A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.

1. Type and Location: [Half, outside for single-hung] sashes.

B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline-anchor concealing edge of frame.

1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
2. Finish for Interior Screens: Baked-on organic coating in [color selected by Architect from manufacturer's full range].
3. Finish for Exterior Screens: [Baked-on organic coating in color selected by Architect from manufacturer's full range] [Matching color and finish of cladding].

C. Glass-Fiber Mesh Fabric: [20-by-20 or 20-by-30] mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.

1. Mesh Color: [Manufacturer's standard].

D. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch-diameter, coated aluminum wire.

1. Wire-Fabric Finish: [Natural bright].
2.6 FABRICATION

A. Fabricate vinyl windows in sizes indicated. Include a complete system for installing and anchoring windows.

B. Glaze vinyl windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Mullions: Provide mullions and cover plates, compatible with window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units. Provide manufacturer's standard finish to match window units.

E. Hardware: Mount hardware through double walls of vinyl extrusions or provide corrosion-resistant reinforcement.

F. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.

C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: [Owner will engage] a qualified testing agency to perform tests and inspections.

1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

B. Testing Services: Testing and inspecting of installed windows shall take place as follows:

1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
2. Air-Infiltration Testing:
   a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/L.S.2/A440 performance class indicated.
   b. Allowable Air-Leakage Rate: [1.5] times the applicable AAMA/WDMA/CSA 101/L.S.2/A440 rate for product type and performance class rounded down to one decimal place.
3. Water-Resistance Testing:
   b. Allowable Water Infiltration: No water penetration.

4. Testing Extent: [Three] [Three mockup] windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
5. Test Reports: Prepared according to AAMA 502.

C. Windows will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.
   
   1. Keep protective films and coverings in place until final cleaning.

C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION
SECTION 08 80 00 - GLAZING
PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes:

1. Glass products.
2. Insulating glass.
4. Miscellaneous glazing materials.

1.2 DEFINITIONS
A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION
A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 PREINSTALLATION MEETINGS
A. Preinstallation Conference: Conduct conference at [Project site].

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review temporary protection requirements for glazing during and after installation.

1.5 ACTION SUBMITTALS
B. Product Data: For each type of product.
C. Glass Samples: For each type of [glass product other than clear monolithic vision glass] [the following products]; 12 inches square.
1. Tinted glass.
2. Coated glass.
3. Insulating glass.
D. Glazing Accessory Samples: For [sealants] [and] [colored spacers], in 12-inch lengths.[Install sealant Samples between two strips of material representative in color of adjoining framing system.]
E. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.
F. Delegated Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS
A. Qualification Data: For [Installer] [manufacturers of fabricated glass units] [glass testing agency] [and] [sealant testing agency].
B. Product Certificates: For glass.
C. Product Test Reports: For [fabricated glass] [and] [glazing sealants], for tests performed by a qualified testing agency.
1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
D. Preconstruction adhesion and compatibility test report.
E. Sample Warranties: For special warranties.

1.7 QUALITY ASSURANCE
A. Fabricated-Glass Manufacturer Qualifications: A qualified manufacturer of fabricated glass units who is approved and certified by primary glass manufacturer.
B. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and who employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

1.8 PRECONSTRUCTION TESTING
A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
   1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
   2. Use ASTM C1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
   3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
   4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
   5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

1.9 DELIVERY, STORAGE, AND HANDLING
A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.10 FIELD CONDITIONS
A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F.

1.11 WARRANTY
A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
   1. Warranty Period: 10 years from date of Substantial Completion.
B. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
1. Warranty Period: [10] years from date of Substantial Completion.

C. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: [10] years from date of Substantial Completion.

CI. Manufacturer's Special Warranty for Heat-Soaked Tempered Glass: Manufacturer agrees to replace heat-soaked tempered glass units that spontaneously break due to nickel sulfide (NiS) inclusions at a rate exceeding 0.3 percent (3/1000) within specified warranty period. Coverage for any other cause is excluded.

1. Warranty Period: [10] years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Glass: Obtain [tinted] [and] [coated] glass from single source from single manufacturer.

B. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.

C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:

1. Design Wind Pressures: [As indicated on Drawings] [Determine design wind pressures applicable to Project in accordance with ASCE/SEI 7, based on heights above grade indicated on Drawings].
   a. Wind Design Data: As indicated on Drawings.
   b. Basic Wind Speed: [85 mph] [90 mph] [100 mph] [110 mph].
   c. Importance Factor: [1.0].
   d. Exposure Category: [B] [C] [D].

2. Design Snow Loads: [As indicated on Drawings].

3. Probability of Breakage for Sloped Glazing: For glass sloped more than 15 degrees from vertical, design glass for a probability of breakage not greater than 0.001.

4. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.

5. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.


1. Large-Missile Test: For glazing located within [30 feet] of grade.

2. Small-Missile Test: For glazing located between 30 feet and [60 feet] above grade.
E. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

F. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
   1. For monolithic-glass lites, properties are based on units with lites [6 mm thick] [of thickness indicated].
   2. For laminated-glass lites, properties are based on products of construction indicated.
   3. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
   4. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu/sq. ft. x h x deg F.
   5. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on most current non-beta version of LBL's WINDOW computer program.
   6. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

G. Acoustic Performance:
   1. Exterior Glazing: [28] [33] [35] OITC.
   2. Interior Glazing: [35] [37] [41] STC.

2.3 GLASS PRODUCTS, GENERAL

H. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

I. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of [the SGCC] [the SGCC or another certification agency acceptable to authorities having jurisdiction] [or] [manufacturer]. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

J. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.

K. Thickness: Where glass thickness is indicated, it is a minimum.[Provide glass that complies with performance requirements and is not less than thickness indicated.]
   1. Minimum Glass Thickness for Exterior Lites: [6 mm].
   2. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

L. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass[as needed to comply with "Performance Requirements" Article]. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass[as needed to comply with "Performance Requirements" Article]. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.
   1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
2.6 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
1. Sealing System: Dual seal, with [manufacturer's standard] [polyisobutylene and polysulfide] [polyisobutylene and silicone] [polyisobutylene and hot-melt butyl] [polyisobutylene and polyurethane] primary and secondary sealants.

2. Perimeter Spacer: [Manufacturer's standard spacer material and construction] [Aluminum with mill or clear anodic finish] [Aluminum with black, color anodic finish] [Aluminum with bronze, color anodic finish] [Aluminum with powdered metal paint finish in color selected by Architect] [Galvanized steel] [Stainless steel] [Polypropylene-covered stainless steel in color selected by Architect] [Thermally broken aluminum] [Nonmetallic laminate] [Nonmetallic tube] [Silicone with integral desiccant and vapor barrier].
   a. <Double click here to find, evaluate, and insert list of manufacturers and products.>

3. Desiccant: Molecular sieve or silica gel, or a blend of both.

   GLAZING SEALANTS

   A. General:
   1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
   2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
   3. <Double click to insert sustainable design text for sealants.>
   4. Colors of Exposed Glazing Sealants: [As indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range of industry colors].

   B. Neutral-Curing Silicone Glazing Sealant, Class 100/50: Complying with ASTM C920, Type S, Grade NS, Use NT.
      1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
      2. Applications: <Describe types of glazing applications where sealant is required.>

   C. Neutral-Curing Silicone Glazing Sealant, Class 50: Complying with ASTM C920, Type S, Grade NS, Use NT.
      1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
      2. Applications: <Describe types of glazing applications where sealant is required.>

   D. Neutral-Curing Silicone Glazing Sealant, Class 25: Complying with ASTM C920, Type S, Grade NS, Use NT.
      1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
      2. Applications: <Describe types of glazing applications where sealant is required.>

   E. Acid-Curing Silicone Glazing Sealant, Class 25: Complying with ASTM C920, Type S, Grade NS, Use NT.
      1. <Double click here to find, evaluate, and insert list of manufacturers and products.>
      2. Applications: <Describe types of glazing applications where sealant is required.>

   2.8 GLAZING TAPES

   A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
      1. AAMA 804.3 tape, where indicated.
      2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
   1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
   2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.9 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks:
   1. [EPDM] [Silicone] with Shore A durometer hardness of 85, plus or minus 5.
   2. Type recommended in writing by sealant or glass manufacturer.

D. Spacers:
   1. [Neoprene] blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
   2. Type recommended in writing by sealant or glass manufacturer.

E. Edge Blocks:
   1. [EPDM] [Silicone] with Shore A durometer hardness per manufacturer's written instructions.
   2. Type recommended in writing by sealant or glass manufacturer.

F. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

FABRICATION OF GLAZING UNITS

2.10

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
   1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
      a. Temperature Change: [120 deg F, ambient; 180 deg F, material surfaces].

B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.

C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION
A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL
A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
F. Provide spacers for glass lites where length plus width is larger than 50 inches.
   1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
   2. Provide 1/8-inch-minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended in writing by gasket manufacturer.

3.4 TAPE GLAZING
A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
E. Do not remove release paper from tape until right before each glazing unit is installed.
F. Apply heel bead of elastomeric sealant.
G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)
A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
E. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)
A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 CLEANING AND PROTECTION
A. Immediately after installation, remove nonpermanent labels and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
   1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
C. Remove and replace glass that is damaged during construction period.
D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.8 MONOLITHIC GLASS SCHEDULE
A. Clear Glass Type: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
   1. Minimum Thickness: [6 mm].
   2. Safety glazing required.
B. Low-Iron Glass Type: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Minimum Thickness: [6 mm].
3. Safety glazing required.

C. Pyrolytic-Coated, Low-Maintenance Glass Type: Clear [annealed] [heat-strengthened] [fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Minimum Thickness: [6 mm].
3. Safety glazing required.

CI. Tinted Glass Type: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Minimum Thickness: [6 mm].
5. Visible Light Transmittance: <Insert number> percent minimum.
6. SHGC: <Insert value> maximum.
7. Safety glazing required.

CII. Ceramic-Coated Vision Glass Type <Insert drawing designation>: [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray].
3. Minimum Thickness: [6 mm].
5. Summer Daytime U-Factor: maximum.
7. SHGC: maximum.
8. Safety glazing required.

CIII. Reflective-Coated Vision Glass Type <Insert drawing designation>: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Kind CV (coated vision glass), except that Kind CO (coated overhead glass) may be used where lower edge of glass is more than 6 feet above the adjacent floor level or cannot be approached closer than 10 feet.
3. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
4. Coating Color: [Gold] [Pewter] [Silver].
5. Glass: [Clear] [Tinted] float glass.
6. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray].
7. Minimum Thickness: [6 mm].
8. Coating Location: [First] [Second] surface.
13. SHGC: <Insert value> maximum.
15. Safety glazing required.

G. Ceramic-Coated Spandrel Glass Type <Insert drawing designation>: [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Glass: [Clear] [Low-iron] [Tinted] float glass.
3. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
4. Coating Color: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color designation if matching is required> <Insert manufacturer's name; color designation>.
5. Minimum Thickness: [6 mm] <Insert thickness>.

H. Silicone-Coated Spandrel Glass Type <Insert drawing designation>: [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Glass: [Clear] [Low-iron] [Tinted] float glass.
3. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
4. Coating Color: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color designation if matching is required> <Insert manufacturer's name; color designation>.
5. Minimum Thickness: [6 mm] <Insert thickness>.

I. Reflective-Coated Spandrel Glass Type <Insert drawing designation>: [Heat-strengthened] [Fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
3. Coating Color: [Gold] [Pewter] [Silver] <Insert color>.
4. Glass: [Clear] [Low-iron] [Tinted] float glass.
5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
6. Minimum Thickness: [6 mm] <Insert thickness>.
7. Coating Location: [First] [Second] surface.
8. Outdoor Visible Reflectance: <Insert number> percent maximum.
10. Summer Daytime U-Factor: <Insert value> maximum.

12. Factory apply manufacturer’s standard opacifier of the following material to coated on second surface of lites, with resulting products complying with Specification No. 89-1-6 in NGA’s "Engineering Standards Manual":
   a. Manufacturer’s standard opacifier material.
   b. Polyester film laminated to glass with solvent-based adhesive.

3.9 LAMINATED GLASS SCHEDULE

A. Clear Laminated Glass Type <Insert drawing designation>: Two plies of [annealed] [heat-strengthened] [fully tempered] [low-iron annealed] [low-iron heat-strengthened] [low-iron fully tempered] float glass.
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
   3. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
   4. Safety glazing required.

B. Laminated Tinted Glass Type <Insert drawing designation>: Two plies of [annealed] [heat-strengthened] [fully tempered] float glass with outer ply tinted and inner ply clear.
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   3. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
   4. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
   7. Visible Light Transmittance: <Insert number> percent minimum.
   8. SGHC: <Insert value> maximum.
   9. Safety glazing required.

C. Tinted Interlayer Laminated Glass Type <Insert drawing designation>: Two plies of clear [annealed] [heat-strengthened] [fully tempered] float glass and tinted interlayer.
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
   3. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
   4. Interlayer Color: [Blue-green] [Bronze light] [Gray] <Insert color>.
   7. Visible Light Transmittance: <Insert number> percent minimum.
   8. SGHC: <Insert value> maximum.
   9. Safety glazing required.

D. Ceramic-Coated, Laminated Vision Glass Type <Insert drawing designation>: Two plies of [heat-strengthened] [fully tempered] float glass.
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Outer Ply: [Clear] [Low-iron] [Tinted] float glass.
   3. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   4. Inner Ply: [Clear] [Low-iron] float glass.
5. Ceramic Coating Color and Pattern: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color and pattern designation if matching is required> <Insert manufacturer's name; color and pattern designation>.
6. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
7. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
8. Coating Location: [Second] [Third] [Fourth] surface.
10. Summer Daytime U-Factor: <Insert value> maximum.
12. SGHC: <Insert value> maximum.
13. Safety glazing required.

E. Reflective-Coated, Laminated Vision Glass Type <Insert drawing designation>: Two plies of [heat-strengthened] [fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Kind CV (coated vision glass), except that Kind CO (coated overhead glass) may be used where lower edge of glass is more than 6 feet above the adjacent floor level or cannot be approached closer than 10 feet.
3. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
4. Coating Color: [Gold] [Pewter] [Silver] <Insert color>.
5. Outer Ply: [Clear] [Tinted] float glass.
6. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
7. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
8. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
9. Coating Location: [First] [Second] [Third] surface.
10. Outdoor Visible Reflectance: <Insert number> percent maximum.
14. SGHC: <Insert value> maximum.
16. Safety glazing required.

F. Low-E-Coated, Laminated Vision Glass Type <Insert drawing designation>: Two plies of clear annealed [heat-strengthened] [fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
3. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
4. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
7. Visible Light Transmittance: <Insert number> percent minimum.
8. SGHC: <Insert value> maximum.
9. Safety glazing required.

G. Reflective-Coated, Laminated Spandrel Glass Type <Insert drawing designation>: Two plies of [heat-strengthened] [fully tempered] float glass.
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
3. Coating Color: [Gold] [Pewter] [Silver] <Insert color>.
5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
6. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
7. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
8. Coating Location: [First] [Second] [Third] surface.

3.10 INSULATING GLASS SCHEDULE

A. Clear Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
9. Safety glazing required.

B. Low-Iron Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: Low-iron [annealed] [heat-strengthened] [fully tempered] float glass.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: Low-iron [annealed] [heat-strengthened] [fully tempered] float glass.
9. Safety glazing required.

C. Pyrolytic-Coated, Low-Maintenance Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: [Cardinal Glass Industries; Neat] [Pilkington North America Inc.; Activ] <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: Pyrolytic-coated, low-maintenance, clear [annealed] [heat-strengthened] [fully tempered] float glass.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
9. Safety glazing required.
D. Low-E-Coated, Clear Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] [Low-iron annealed] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] [Low-iron annealed] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
7. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
11. SGHC: <Insert value> maximum.
12. Safety glazing required.

E. Pyrolytic-Coated, Low-Maintenance, Low-E-Coated, Clear Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: Pyrolytic-coated, low-maintenance, clear [annealed] [heat-strengthened] [fully tempered] float glass.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: [Annealed] [Heat-strengthened] [Fully tempered] float glass.
7. Low-E Coating: [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
11. SGHC: <Insert value> maximum.
12. Safety glazing required.

F. Tinted Insulating Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
4. Outdoor Lite: Tinted [annealed] [heat-strengthened] [fully tempered] float glass.
5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
6. Interspace Content: [Air] [Argon].
7. Indoor Lite: Clear [annealed] [heat-strengthened] [fully tempered] float glass.
11. SGHC: <Insert value> maximum.
12. Safety glazing required.
G. Low-E-Coated, Tinted Insulating Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
   3. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
   4. Outdoor Lite: Tinted [annealed] [heat-strengthened] [fully tempered] float glass.
   5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   6. Interspace Content: [Air] [Argon].
   7. Indoor Lite: Clear [annealed] [heat-strengthened] [fully tempered] float glass.
   8. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
   10. Summer Daytime U-Factor: <Insert value> maximum.
   12. SGHC: <Insert value> maximum.
   13. Safety glazing required.

H. Ceramic-Coated, Insulating Vision Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Ceramic Coating Color and Pattern: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color and pattern designation if matching is required> <Insert manufacturer's name; color and pattern designation>.
   3. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
   4. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
   5. Outdoor Lite: [Clear heat-strengthened] [Clear fully tempered] [Low-iron heat-strengthened] [Low-iron fully tempered] [Tinted heat-strengthened] [Tinted fully tempered] float glass.
   6. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   7. Interspace Content: [Air] [Argon].
   8. Indoor Lite: [Clear heat-strengthened] [Clear fully tempered] [Low-iron annealed] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
   9. Coating Location: [Second] [Third] [Fourth] surface.
   13. SGHC: <Insert value> maximum.
   14. Safety glazing required.

I. Reflective-Coated Insulating Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Kind CV (coated vision glass), except that Kind CO (coated overhead glass) may be used where lower edge of glass is more than 6 feet above the adjacent floor level or cannot be approached closer than 10 feet.
   3. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
   4. Coating Color: [Gold] [Pewter] [Silver] <Insert color>.
   5. Overall Unit Thickness: [1 inch] [5/8 inch] <Insert dimension>.
   6. Minimum Thickness of Each Glass Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
7. Outdoor Lite: [Clear annealed] [Clear heat-strengthened] [Clear fully tempered] [Tinted heat-strengthened] [Tinted fully tempered] float glass.
8. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
9. Interspace Content: [Air] [Argon].
10. Indoor Lite: Clear [annealed] [heat-strengthened] [fully tempered] float glass.
11. Coating Location: [First] [Second] [Third] surface.
12. Outdoor Visible Reflectance: <Insert number> percent maximum.
15. Visible Light Transmittance: <Insert number> percent minimum.
16. SGHC: <Insert value> maximum.
17. Low-Maintenance Coating: Pyrolytic coating on first surface.
18. Safety glazing required.

J. [Ceramic] [Silicone]-Coated, Insulating Spandrel Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Coating Color: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color designation if matching is required> <Insert manufacturer's name; color designation>.
3. Overall Unit Thickness: [1 inch] <Insert dimension>.
4. Minimum Thickness of Each Glass Lite: [5 mm] [6 mm] <Insert thickness>.
5. Outdoor Lite: [Clear annealed] [Clear heat-strengthened] [Clear fully tempered] [Low-iron annealed] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
6. Interspace Content: [Air] [Argon].
7. Indoor Lite: [Clear annealed] [Clear heat-strengthened] [Clear fully tempered] [Low-iron annealed] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
10. Summer Daytime U-Factor: <Insert value> maximum.

K. [Ceramic] [Silicone]-Coated, Low-E, Insulating Spandrel Glass Type <Insert drawing designation>:
1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Coating Color: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color designation if matching is required> <Insert manufacturer's name; color designation>.
3. Overall Unit Thickness: [1 inch] <Insert dimension>.
4. Minimum Thickness of Each Glass Lite: [5 mm] [6 mm] <Insert thickness>.
5. Outdoor Lite: [Clear heat-strengthened] [Clear fully tempered] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
6. Interspace Content: [Air] [Argon].
7. Indoor Lite: [Clear heat-strengthened] [Clear fully tempered] [Low-iron heat-strengthened] [Low-iron fully tempered] float glass.
8. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
L. **[Ceramic] [Silicone]-Coated, Tinted, Insulating Spandrel Glass Type**<Insert drawing designation>:

1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Coating Color: [As selected by Architect from manufacturer's full range] [Match Architect's samples] <Insert one manufacturer's color designation if matching is required> <Insert manufacturer's name; color designation>.
3. Overall Unit Thickness: [1 inch] <Insert dimension>.
4. Minimum Thickness of Each Glass Lite: [5 mm] [6 mm] <Insert thickness>.
5. Outdoor Lite: Tinted [annealed] [heat-strengthened] [fully tempered] float glass.
6. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
7. Interspace Content: [Air] [Argon].
8. Indoor Lite: Clear [annealed] [heat-strengthened] [fully tempered] float glass.

3.11 **INSULATING-LAMINATED-GLASS SCHEDULE**

A. **Clear Insulating, Laminated Glass Type**<Insert drawing designation>:

1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1-3/16 inch] [1 inch] [3/4 inch] <Insert dimension>.
3. Minimum Thickness of Outdoor Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: Clear laminated glass with two plies of [annealed] [heat-strengthened] [fully tempered] float glass.
   a. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
   b. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
9. SGHC: <Insert value> maximum.
10. Safety glazing required.

B. **Low-E-Coated, Clear Insulating Laminated Glass Type**<Insert drawing designation>:

1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
2. Overall Unit Thickness: [1-3/16 inch] [1 inch] [3/4 inch] <Insert dimension>.
3. Minimum Thickness of Outdoor Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
5. Interspace Content: [Air] [Argon].
6. Indoor Lite: Clear laminated glass with two plies of [annealed] [heat-strengthened] [fully tempered] float glass.
   a. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
   b. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
7. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
11. SGHC: <Insert value> maximum.
12. Safety glazing required.

C. Tinted, Insulating Laminated Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Overall Unit Thickness: [1-3/16 inch] [1 inch] [3/4 inch] <Insert dimension>.
   3. Minimum Thickness of Outdoor Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
   5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   6. Interspace Content: [Air] [Argon].
   7. Indoor Lite: Clear laminated glass with two plies of [annealed] [heat-strengthened] [fully tempered] float glass.
      a. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
      b. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
11. SGHC: <Insert value> maximum.
12. Safety glazing required.

D. Low-E-Coated, Tinted, Insulating Laminated Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Overall Unit Thickness: [1-3/16 inch] [1 inch] [3/4 inch] <Insert dimension>.
   3. Minimum Thickness of Outdoor Lite: [3 mm] [4 mm] [5 mm] [6 mm] <Insert thickness>.
   5. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
   6. Interspace Content: [Air] [Argon].
   7. Indoor Lite: Clear laminated glass with two plies of [annealed] [heat-strengthened] [fully tempered] float glass.
      a. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
      b. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
   8. Low-E Coating: [Pyrolytic on second] [Pyrolytic on third] [Sputtered on second] [Sputtered on third] [Pyrolytic or sputtered on second or third] surface.
10. Summer Daytime U-Factor: <Insert value> maximum.
12. SGHC: <Insert value> maximum.
13. Safety glazing required.

E. Reflective-Coated, Insulating Laminated Glass Type <Insert drawing designation>:
   1. Basis-of-Design Product: <Insert manufacturer's name; product name or designation>.
   2. Kind CV (coated vision glass), except that Kind CO (coated overhead glass) may be used where lower edge of glass is more than 6 feet above the adjacent floor level or cannot be approached closer than 10 feet.
   3. Coating Type: [Pyrolytic] [Sputter-coating (vacuum deposition process)].
   4. Coating Color: [Gold] [Pewter] [Silver] <Insert color>. 
5. Overall Unit Thickness: [1-3/16 inch] [1 inch] <Insert dimension>.
6. Minimum Thickness of Outdoor Lite: [6 mm] <Insert thickness>.
7. Outdoor Lite: [Clear heat-strengthened] [Clear fully tempered] [Tinted heat-strengthened] [Tinted fully tempered] float glass.
8. Tint Color: [Blue] [Blue-green] [Bronze] [Green] [Gray] <Insert color>.
9. Interspace Content: [Air] [Argon].
10. Indoor Lite: Clear laminated glass with two plies of [annealed] [heat-strengthened] [fully tempered] float glass.
    a. Minimum Thickness of Each Glass Ply: [3 mm] [4 mm] [5 mm] [6 mm] [As indicated] <Insert thickness>.
    b. Interlayer Thickness: [0.030 inch] [0.060 inch] [0.090 inch].
11. Coating Location: [First] [Second] [Third] surface.
12. Outdoor Visible Reflectance: <Insert number> percent maximum.
15. Visible Light Transmittance: <Insert number> percent minimum.
16. SGHC: <Insert value> maximum.
17. Low-Maintenance Coating: Pyrolytic coating on first surface.
18. Safety glazing required.

END OF SECTION