

SECTION 00 01 01

**PROJECT MANUAL
ISSUED FOR BID
FOR
HAUCK LIGHTING SYSTEM**

UNIVERSITY OF MAINE

July 20, 2024

Prepared by:

University of Maine System

END OF SECTION 00 01 01

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SECTION 00 01 15
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COVERPAGE	COVER PAGE
LCN	LCN PAGE 2 OF 2
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END OF SECTION 00 01 15

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Bids for: **HAUCK LIGHTING SYSTEM**

Shall be submitted electronically to cppmquestions@maine.edu
With the following Email Subject Line: **Hauck Lighting System**

Bids will be received until **2:00 PM** on **Wednesday, August 14, 2024** 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](https://maine.zoom.us/j/83432886391?pwd=p6jUNMF591RFYhIa51Ug33S2vYwFRa.1Link) <https://maine.zoom.us/j/83432886391?pwd=p6jUNMF591RFYhIa51Ug33S2vYwFRa.1Link>
Password: 346341
Or via telephone US: (US) +1 719-359-4580
Meeting ID: 83432886391

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

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

Electronic Bid Submission Requirements:

A **SIGNED** virus-free electronic bid form must be submitted as follows:

- The bid and bid bond must be submitted electronically as a single PDF file to the email address shown above.
- Electronic submission must be received by the required **Date/Time** reflected above.

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

Bidders may attend a non-mandatory pre-bid meeting on **Thursday, August 1, 2024, at 11:00 AM**. Attendees are to meet in the Hauck Auditorium stage. Copies of plans and specifications will not be available at the pre-bid meeting. Acquiring or reviewing plans and specifications prior to the meeting is advised.

Project Summary: The project consists of the upgrading of both the theatrical and the house lighting in Hauck Auditorium. The work includes upgrades in wiring, boxes, devices, lighting controls, electrical panels, lighting fixtures, and data wiring upgrades.

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

<http://umaine.edu/ofm/contractors/advertisements/>

Any questions related to the plans and specifications must be submitted prior to **4:00 PM** on **Monday, August 5, 2024**, via email to Art Bottie, Project Manager, University of Maine; cppmquestions@maine.edu

The University of Maine System is an EEO/AA institution and does not discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender, gender identity or expression, ethnicity, national origin, citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status in employment, education, and all other programs and activities. The following person has been designated to handle inquiries regarding non-discrimination policies: Director of Equal Opportunity, 5713 Chadbourne Hall, Room 412, University of Maine, Orono, ME 04469-5754, 207.581.1226, TTY 711 (Maine Relay System). The University provides reasonable accommodation to

qualified individuals with disabilities upon request. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to the same.

UNIVERSITY OF MAINE SYSTEM

by and through

UNIVERSITY OF MAINE

Kelly Sparks, Vice President of Finance and Chief Business Officer, for
University of Maine System Board of Trustees

END OF SECTION 00 11 13

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall not relieve any bidder from any obligation in respect to the bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interests of the University of Maine System.
2. Subject to the University System's right, reserved herein, to accept or reject any or all bids, the General Contractor will be selected on the basis of the sum of the lowest base bid, plus such of the alternates as the University System desires to use.
3. The University System is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The Contractor shall quote less these taxes. Upon application, exemption certificates will be furnished when required.
4. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
5. No contract may be assigned, sublet or transferred without the written consent of the University of Maine System.
6. All individuals not residents of this State must comply with the provisions of 14 MRSA §704-A.
7. The successful bidder, or bidders, will be required to furnish 100% Contract Bonds to cover the execution of the contract, in accordance with the AIA Document A101 - 2017 Exhibit A and Article 11 of the AIA Document A201 – 2017 General Conditions of the Contract for Construction.
8. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility, at the discretion of the University System.
9. The base bid shall be based on the materials, methods, equipment and products, as specified.
10. Bidders shall submit the bid on the Bid Form provided in the Specifications, Section 00 41 13.
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
5765 Service Building
Orono ME 04469-5765

Having carefully examined the form of contract, general conditions and plans and specifications contained therein for Hauck Lighting System, 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 (\$ _____).

Alternate prices as follows:

Alternate 1. _____ \$ _____

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 January 17, 2024. The undersigned also agrees, if awarded the Contract, that no more than 80% of the contract amount will be sublet to other contractors.

Signed (by individual authorized to sign contract) _____

By (printed name & title) _____ Phone _____

PO Box (if applicable) _____ Email _____

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

END OF SECTION 00 41 13

SECTION 00 43 13

BID SECURITY FORM

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

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

NOW THEREFORE,

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

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

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

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

PRINCIPAL: _____

By: _____ L.S.

SURETY: _____

SURETY ADDRESS: _____

By: _____ L.S.

DO NOT ALTER LANGUAGE

END OF SECTION 00 43 13

SECTION 00 51 00

NOTICE OF AWARD

DATE

Vendor Name
Vendor Address.
Vendor Address

RE: ***NOTICE OF AWARD – Hauck Lighting System
UNIVERSITY OF MAINE***

Dear (vendor name),

You are hereby notified that the University of Maine System, by and through the University of Maine, accepts your Bid of **\$00.00** for the above named project, subject to final resolution of any bid protests and the parties' ability to establish and confirm final terms, as well as the execution of a written contract and your furnishing satisfactory bonds within twelve (12) calendar days as provided in the bidding documents.

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

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

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

The day-to-day administrative and technical details of this project will be handled by the Architect/Engineer, insert name here. All correspondence relative to the day-to-day administration of the project should be directed to insert name, insert title, insert email; 207-000-0000.

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

Sincerely,

Kelly Sparks
Vice President of Finance
& Chief Business Officer

Enclosures

END OF SECTION 00 51 00

**UNIVERSITY OF MAINE SYSTEM
Construction Contract Agreement**

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between the Contractor, _____, and the University of Maine System acting by and through the University of Maine, 5765 Service Building, Orono, ME 04469, 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 Hauck Lighting System, prepared by [Insert name of Architect/Engineer here], acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

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

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

ARTICLE 3: THE CONTRACT SUM

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

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

Alternate (1) _____	Alternate (2) _____	Alternate (3) _____
Unit Prices		
Item _____	Price _____	
Item _____	Price _____	

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

ARTICLE 4: THE CONTRACT DOCUMENTS

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

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

- .4 The Specifications as outlined in the Project Manual: [Insert Name of Project Here], dated _____.
- .5 The Drawings as listed in the Project Manual.
- .6 The Addenda: Addendum 01 dated _____.
- .7 Exhibit B, Contractor's Proposal dated _____.

ARTICLE 5: OWNER'S REPRESENTATIVES

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

The Owner's Project Manager on this project will be _____.

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

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

UNIVERSITY OF MAINE SYSTEM
by and through
University of Maine

Company

Company

By: _____

[Insert Signatory Name]
[Insert Signatory Title]
University of Maine

By: _____

END OF SECTION 00 52 13

SECTION 00 61 13.13

PERFORMANCE BOND FORM

Bond No. _____

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

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract entered into on the (4) _____ day of _____, A.D., 20____ for the construction of (5) _____

then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

Signed and sealed this (4) _____ day of _____, 20_____.

WITNESSES:

SIGNATURES:

_____ LS
_____ LS
_____ LS

Bonding Company Agent:

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

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

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

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.13

SECTION 00 61 13.16
PAYMENT BOND FORM

Bond No. _____

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

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

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

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

WITNESSES:

SIGNATURES:

_____ LS
_____ LS
_____ LS

Bonding Company Agent:

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

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

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

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.16



AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Producer:
Insured:
Date:

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

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

A. General Liability

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

B. Other Insurance Coverage

- | | Yes | No | N/A |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each. | | | |
| a Professional liability insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Coverage limits: | | | |
| b Pollution liability insurance | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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User Notes:

(3B9ADA46)

- Coverage limits:
- c Insurance for maritime liability risks associated with the operation of a vessel
 - Coverage limits:
 - d Insurance for the use or operation of manned or unmanned aircraft
 - Coverage limits:
 - e Property insurance
 - Coverage limits:
 - f Railroad protective liability insurance
 - Coverage limits:
 - g Asbestos abatement liability insurance
 - Coverage limits:
 - h Insurance for physical damage to property while it is in storage and in transit to the construction site
 - Coverage limits:
 - i Other:

(Authorized Representative)

(Date of Issue)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER INSURED	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:
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COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER			E.L. EACH ACCIDENT		\$		E.L. DISEASE - EA EMPLOYEE		\$		E.L. DISEASE - POLICY LIMIT		\$
	WC STATU-TORY LIMITS	OTH-ER																			
	E.L. EACH ACCIDENT		\$																		
	E.L. DISEASE - EA EMPLOYEE		\$																		
	E.L. DISEASE - POLICY LIMIT		\$																		
	OTHER																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 University of Maine System is named an additional insured under General Liability.
 Project:

CERTIFICATE HOLDER 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
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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.

Sample

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the 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"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

- 21.** "Your product":

- a.** Means:

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

- (a)** You;

- (b)** Others trading under your name; or

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

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

- b.** Includes

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

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

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

- 22.** "Your work":

- a.** Means:

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

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

- b.** Includes

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<div style="font-size: 48px; opacity: 0.3; transform: rotate(-45deg); position: absolute; top: 50%; left: 50%; pointer-events: none;">SAMPLE</div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

END OF SECTION 00 62 16.12

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

END OF SECTION 00 62 16.13

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 04 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

Sample

END OF SECTION 00 62 16.14

Continuation Sheet

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

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:

ARCHITECT'S PROJECT NO:

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



AIA Document G702[®] - 1992

Application and Certificate for Payment

TO OWNER: University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

PROJECT:

APPLICATION NO:
PERIOD TO:

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

FROM
CONTRACTOR:

VIA
ARCHITECT:

CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[®], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM 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. 0 % of Completed Work (Column D + E on G703) 0.00
 - b. 0 % of Stored Material (Column F on G703) 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) 0.00

6. TOTAL EARNED LESS RETAINAGE 0.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 0.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

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User Notes: (3B9ADA4C)

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: Hauck Lighting System
Project Title

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

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

Signed: _____
Authorized Signature

Name & Title: _____

Firm Name: _____

Firm Address: _____

Firm City, State Zip _____

END OF SECTION 00 62 76.13



AIA[®] Document G707A™ – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: <i>(Name and address)</i> Samples	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> University of Maine System by and through University of Maine 5765 Service Building Orono, ME 04469	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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,

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

, CONTRACTOR,

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)

(Printed name and title)

Attest:
(Seal):

00 62 79
SAMPLE
STORED MATERIALS

University of Maine System
by and through
University of Maine
5765 Service Building
Orono ME 04469

Project Title: _____
Location: University of Maine
Contractor: _____

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

SCHEDULE

Qty	Material/Equipment	Item in AIA G703		Unit Wholesale Price	Extended Wholesale Price
		Item No	Unit Price		
Total					

Surety _____ By: _____
Power of Attorney Must be Attached Attorney-in-Fact
 Date: _____

BILL OF SALE

The Contractor, _____, (will store/has stored) certain Materials (at the site of this project/at an approved warehouse/at bonded warehouse) and will be paid in accordance with the provisions of the General Conditions of the Contract for Construction. In consideration of the sum of \$_____ paid to the contractor by the Owner, and, 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;

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:

Secretary

Principal/Contractor-Corporation

By: _____

President

END OF SECTION 00 62 79



AIA[®] Document G716[™] – 2004

Request for Information (“RFI”)

TO:

FROM:

PROJECT:
Samples

ISSUE DATE:

RFI No.

PROJECT NUMBERS: /

REQUESTED REPLY DATE:
COPIES TO:

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

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

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

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

BY

DATE

COPIES TO

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



AIA[®] Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*

Samples

CONTRACT INFORMATION:

Contract For:

Date:

ASI INFORMATION:

ASI Number:

Date:

OWNER: *(name and address)*

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)***CONTRACTOR:** *(name and address)*

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



AIA[®] Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*

Samples

CONTRACT INFORMATION:

Contract For:

Date:

CCD INFORMATION:

Directive Number:

Date:

OWNER: *(name and address)*

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

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

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- Lump Sum decrease of \$0.00
- Unit Price of \$ per
- Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
- As follows:

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

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

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

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

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

CONTRACTOR *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA[®]

Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*

Samples

CONTRACT INFORMATION:

Contract For:

Date:

Architect's Project Number:

Proposal Request Number:

Proposal Request Date:

OWNER: *(name and address)*

University of Maine System

by and through

University of Maine

5765 Service Building

Orono, ME 04469

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

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

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

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

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CHANGE ORDER INFORMATION:
Change Order Number:
Date:

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

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

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

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

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

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

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Samples

CONTRACT INFORMATION:
Contract For:
Date:

CERTIFICATE INFORMATION:
Certificate Number:
Date:

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

ARCHITECT: *(name and address)*

CONTRACTOR: *(name and address)*

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

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

ARCHITECT <i>(Firm Name)</i>	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 <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
-------------------------------	-----------	------------------------	------

OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
--------------------------	-----------	------------------------	------

SECTION 00 65 19
CERTIFICATE OF COMPLETION FORM
(Final)

DATE:

PROJECT NAME: Hauck Lighting System

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: _____
Director of Capital Planning & Project Management
University of Maine System

END OF SECTION 00 65 19



AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Samples

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

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

CONTRACT FOR:
CONTRACT DATED:

STATE OF: *(State of Signature)*

COUNTY OF: *(County of Signature)*

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

(Printed name and title)

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

 **AIA**® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Samples	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> University of Maine System by and through University of Maine 5765 Service Building Orono, ME 04469	CONTRACT FOR: CONTRACT DATED:	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>

STATE OF: *(State of Signature)*
COUNTY OF: *(County of Signature)*

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

SAMPLE

SECTION 00 65 19.17
WAIVER OF LIEN

DATE: _____

State of: _____

State of Signature

County of: _____

County of Signature

TO: University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

SUBJECT:

Project Name: Hauck Lighting System

Project Location: UNIVERSITY OF MAINE

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

Signed: _____

Title: _____

Firm Name: _____

NOTARY

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

Signature Notary Public

END OF SECTION 00 65 19.17

SUBCONTRACTOR/SUPPLIER CONDITIONAL
RELEASE AND WAIVER OF LIEN

DATE: _____

State of: _____
State of Signature

County of: _____
County of Signature

SUBJECT:

Project Name: _____

Project Location: _____

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

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

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

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

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 19.18



AIA[®] Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Samples

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

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

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)

, SURETY,

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)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

University of Maine System
by and through

THE ARCHITECT:
(Name, legal status and address)

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will use AIA Document~~ may use AIA Document G201-2013 Project Digital Data Protocol Form and E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

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After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors,

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

By making requests for substitutions, the Contractor

- .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.

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The provisions of Title 26 MRSA Chapter 15 Preference to Maine Workers and Contractors, apply to this project, including but not limited to:

§ 1310. Wage and benefits rates to be kept posted

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

§ 1311. Wage and benefit record of contractor

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

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

§ 3.4.6 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- .1** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, including transgender status, gender, gender identity or gender expression, ethnicity, national origin or citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status 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, gender, gender identity or gender expression, ethnicity, national origin or citizenship status, familial status, ancestry, age, disability physical or mental, genetic information, veteran or military status.
- .3** The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth by the Maine Human Rights Commission, found on their website (https://www1.maine.gov/mhrc/guidance/mhra_guarantees.htm), to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- .4** The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.15.3 Waste Management. The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor will submit a construction waste management plan for the project that identifies opportunities to reduce, reuse, or recycle waste from renovations or new construction.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the

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construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- .1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner's payment to the Architect.

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

§ 4.2.4 Communications

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

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

- .1 The Contractor shall provide Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes. The list shall be presented at the preconstruction meeting and, when changes occur, at each requisition meeting as necessary.
- .2 Where the use of the Maine Bid Depository is required by the Procurement Requirements, Subcontractors included in the Contractor's Proposal shall be the Subcontractors for the defined Work unless a change has been approved by the Owner.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or

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Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction

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schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner of a Change in the Work shall be based on a previously agreed upon unit pricing or on the following schedule allowing for appropriate allowances for contract duration:

.1 For the Contractor, for Work performed by the Contractor's own forces, 20% of the cost.

- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, 10% of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by the Subcontractor's own forces, 20% of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10% of the amount due the Sub-subcontractor.
- .5 Costs to which overhead and profit is to be applied shall be limited to the following:
 - .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,
 - .4 Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may

prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to 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

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make such representations to the Owner. The Architect ~~may shall~~ also withhold a Certificate for Payment or, because of subsequently discovered evidence, ~~may shall~~ nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work, i.e. Work that does not conform to the requirements of the Contract, shall include, but not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied;
 - .1 The Architect shall deduct and withhold from any certification for payment an amount equal to one hundred and fifty percent (150%) the value of any defective Work.
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

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§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

- .1** Except with the consent of the Owner, the Architect will perform no more than three (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

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certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to

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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

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Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby ~~incurred~~incurred, exclusive of attorneys' fees.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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§ 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 ~~14-30~~ days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising

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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.

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§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

~~§ 13.5 Interest~~

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law,

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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

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shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of

60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

§ 15.4 Arbitration

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

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 73 00.11

SCHEDULE OF LIQUIDATED DAMAGES

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

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

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

END OF SECTION 00 73 00.11



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

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

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

THE OWNER:
(Name, legal status and address)

University of Maine System
by and through
University of Maine
5765 Service Building
Orono, ME 04469

THE CONTRACTOR:
(Name, legal status and address)

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

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

TABLE OF ARTICLES

- 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-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

Causes of Loss

Sub-Limit

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

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

Coverage

Sub-Limit

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

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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

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

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

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

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

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

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

- § A.2.4.7 **Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

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§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

N/A

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

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

[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such ~~insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3-insurance.~~ The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any

deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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

- § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

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

(Specify type and penal sum of bonds.)

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

Type	Penal Sum (\$0.00)
------	--------------------

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.**3**

The Contract Bonds shall continue in effect for one year after final acceptance of each contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

N/A



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**State of Maine Department of Labor - Bureau of Labor Standards
Augusta, Maine 04333-0045 - Telephone (207) 623-7906**

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

2024 Fair Minimum Wage Rates -- Building 2 Penobscot County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$2.95	\$35.20
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$19.57	\$18.35	\$37.92
Cement Masons And Concrete Finisher	\$22.63	\$3.67	\$26.30
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$21.00	\$0.97	\$21.97
Construction Laborer	\$22.00	\$2.31	\$24.31
Crane And Tower Operators	\$34.00	\$10.12	\$44.12
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.41	\$5.51	\$26.92
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$37.58	\$6.36	\$43.94
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$26.00	\$7.01	\$33.01
Excavator Operator	\$31.38	\$5.91	\$37.29
Fence Erectors	\$26.75	\$4.05	\$30.80
Flaggers	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$20.63	\$1.25	\$21.88
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$30.08	\$5.49	\$35.57
Heavy And Tractor - Trailer Truck Drivers	\$21.50	\$0.95	\$22.45
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$23.00	\$3.59	\$26.59
Ironworker - Ornamental	\$29.00	\$11.24	\$40.24
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$29.50	\$5.48	\$34.98
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$30.83	\$24.97	\$55.80
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$23.00	\$3.13	\$26.13
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$26.00	\$6.39	\$32.39
Structural Iron And Steel Workers	\$30.83	\$24.97	\$55.80
Tapers	\$25.00	\$5.11	\$30.11
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$30.00	\$2.39	\$32.39
Telecommunications Line Installers And Repairers	\$23.00	\$5.16	\$28.16
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

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

THIS PROJECT REQUIRES CERTIFIED PAYROLL.

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

The project consists of the upgrading of both the theatrical and the house lighting in Hauck Auditorium. The work includes upgrades in wiring, boxes, devices, lighting controls, electrical panels, lighting fixtures, and data wiring upgrades.

Bid Schedule:

Bid advertised: July 20, 2024

Non-mandatory pre-bid meeting: August 1, 2024 11:00am

Questions Due: August 5, 2024 4:00pm

Response to Questions by: August 8, 2024 4:00pm

Bid Opening-Bids received until: August 14, 2024 2:00pm

Work start date: October 28, 2024

Substantial completion date: January 17, 2025

1.02 LID POLICY

University of Maine Projects are required to comply with the Maine Department of Environmental Protection policies regarding Stormwater Management. The University has developed a Low Impact Development (LID) Policy which will be followed by the University in the design and implementation of projects.

Section 1: Purpose

Low Impact Development (LID) is a stormwater management approach that protects public health, safety, and general welfare by minimizing the adverse effects of development and redevelopment on the environment. LID is a broad approach to site planning that preserves natural resources, processes, and habitats. It defines what portions of the site are suitable for development and then utilizes Stormwater Treatment Measures (STMs) to manage runoff from the proposed developed impervious areas. In LID, STMs using natural processes such as vegetated buffers are given preference over constructed treatment STMs. The goals of LID are to minimize the environmental impacts of development, such as flooding, erosion, and water pollution. This LID Policy was developed to comply with the requirements of the 2022 General Permit for the Discharge of Stormwater from Small State and Federally Owned Municipal Separate Storm Sewer Systems (MS4s).

Section 2: Definitions

Construction Activity – Means any activity on a site that results in disturbed area.

Discharge- Means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to the Waters of the State, other than groundwater.

Disturbed Area- Means all land areas of a Site that are stripped, graded, grubbed, filled, or excavated at any time during the site preparation or removing vegetation for, or construction of, a Project. Cutting of trees, without grubbing, stump removal, disturbance, or exposure of soil is not considered Disturbed Area. Disturbed Area does not include routine maintenance but does include Redevelopment and new Impervious Areas. “Routine maintenance” is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces provided that an applicant or permittee can prove the original line and grade and hydraulic capacity shall be maintained and original purpose of the surface

remains the same is considered routine maintenance. Replacement of a building is not considered routine maintenance of the building and is therefore considered Disturbed Area.

Impervious Area- Means the total area of a Parcel covered with a low-permeability material that is highly resistant to infiltration by water, such as asphalt, concrete, or rooftop, and areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common Impervious Areas include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. Pervious pavement, pervious pavers, pervious concrete, and under drained artificial turf fields are all considered impervious.

Low Impact Development (LID)- Means a broad approach to site planning that preserves natural resources, processes, and habitat, defines what portions of the Site are suitable for development and then utilizes STMs to manage Runoff from the proposed developed impervious areas. In LID, Stormwater Treatment Measures using natural processes such as vegetated buffers are given preference over constructed treatment Stormwater Treatment Measures. The goals of LID are to minimize the environmental impacts of the development.

Maine Native Vegetation- Means vegetation including grass seed mixtures, identified as native to Maine from lists maintained by: US Department of Agriculture Hardiness Zones by the Maine Cooperative Extension, Wild Seed Project, Regional Soil and Water Conservation District, Maine YardScaping Program, or a Maine Licensed Landscape Architect.

New Development- means activity undertaken to develop property, including but not limited to: the construction of buildings, parking lots, roads and other new impervious surfaces; landscaping; and other activities that disturb land areas. New Development or Construction does not include Redevelopment or maintenance.

Project- Means Construction Activity undertaken for New Development or Redevelopment, both as defined in the General Permit, located on a Site that will Discharge Stormwater to a Small MS4 located partially or entirely within the Urbanized Area.

Redevelopment- means an activity, not including maintenance, undertaken to redevelop or otherwise improve property in which the newly developed area is located within the same footprint as the existing developed area.

Runoff- Means the part of precipitation from rain or melting ice and snow that flows across a surface as sheet flow, shallow concentrated flow or in Drainageways.

Site- Means the portion of a Lot, Parcel, or Common Plan of Development which is proposed for Construction Activity, including open space, Stormwater Treatment Measures, and Disturbed Area, subject to this policy.

Stream Crossing- Means the mechanism by which any road, sidewalk, or other structural feature of a Site will cross or pass over or through a Water of the State which has a stream bank full width of 6 feet or less.

Stream Crossing designed in accordance with Maine Stream Smart Principles- Means a Stream Crossing designed by a Maine Professional Engineer who has completed the Maine Audubon Society Stream Smart Workshops (Parts I and II), which includes the standards recommended by that program's stream span, elevation, slope and skew and substrate to promote passage of fish and other organisms and to limit road-damaging flows from extreme weather.

Stormwater Treatment Measure- Means a Stormwater management system or innovative treatment measure as described in Chapter 500 4.c.(3) Types of treatment measures allowed. These measures include wet ponds, vegetated soil filters, infiltration, buffers, or innovative treatment measures. For purposes of this Ordinance these are cumulatively referred to as

Stormwater Treatment Measures, or individually referred to as Stormwater Treatment Wet Pond, Stormwater Treatment Vegetated Soil Filter, Stormwater Treatment Infiltration Measure, Stormwater Treatment Buffer, or Stormwater Treatment Innovative Measure.

Section 3: Applicability

If a proposed development or redevelopment project meets the following threshold, it is subject to the Lid requirements in this Policy:

- Projects that disturb ≥ 1.0 acre
- Projects that disturb < 1.0 acre that are part of a larger common plan of development or sale that cumulatively exceeds 1.0 acre of disturbance

Section 4: Required Low Impact Development Performance Standards

1. Minimize site clearing
2. Protect natural drainage system
3. Minimize the decrease in time of concentration
4. Minimize impervious area or the effect of impervious area
5. Minimize soil compaction
6. Minimize lawns and maximize landscaping that encourages runoff retention
7. Provide vegetated open-channel conveyance systems
8. Rainwater is stored for later reuse for the building or landscape

Section 5: Design Requirements

For proposed development & redevelopment projects subject to this policy per Section 3, the following must be provided by a State of Maine Licensed Professional Engineer (PE) to clearly demonstrate that LID strategies were implemented throughout the design process:

- The 'LID Submittal Checklist' (Table 1) within this policy outlining in detail what LID design elements were utilized in the project and/or why elements could not be incorporated into the project.
- Design plans including appropriate details showing the LID design elements referenced in Table 1.

Section 6: Design Review & Conformance

The Licensed Design Professional will analyze the existing site and the proposed design to determine whether the required LID measures are included to the Maximum Extent Practicable (MEP) in the project contract documents. As part of the process the University will review and approve the design for conformance to the Low Impact Development Policy prior to project execution. Table 1 below will be included as part of the contract documents and will be provided as part of all applications to regulatory agencies.

In order to demonstrate that LID measures were utilized to the Maximum Extent Practicable (MEP), the Contract Documents must clearly show how Section 4 requirements have been met:

1. How applicable LID measures were implemented
2. Reasoning why some LID measures could not be implemented into the project due to:
 - a. Technical infeasibility, or
 - b. Site-specific characteristics.

LID Submittal Checklist (Table 1)

Lid Performance Standards	Typical design methods to achieve lid performance standard (but not limited to)	<u>Required Application Response</u> How was this lid performance standard implemented or taken into consideration during project design?	<u>University Review and approval of the Design Documents for conformance to the MEP.</u>
1 Minimize Site Clearing	A) Project plans depict limits of disturbance and limits are established on-site prior to disturbance using flagging or fencing. B) Promote compact development. C) Place parking underneath or inside structures.		
2 Protect Natural Drainage System	A) Maintain a minimum 25' buffer on all natural water resources including intermittent channels. B) Utilize Maine Stream Smart Principles for Proposed stream crossings. C) Utilize natural flow patterns for the post-construction drainage system.		
3 Minimize the decrease in time of concentration	A) Break up or disconnect the flow of runoff over impervious surfaces via vegetated buffers. B) Detain flows onsite. C) Promote sheet flow over pavement that is less than 100 feet in length or width. D) Increase flow lengths or the surface roughness of the flow path (i.e. vegetated open channels).		
4 Minimize impervious area or the effect of impervious area	A) Go vertical with multi-story buildings and parking garages. B) At least 70% of roadway runoff shall be directed into stormwater treatment measures. C) Utilize pervious ground treatments. D) Minimize the number and size of proposed parking spaces. E) Minimize the length/and widths of proposed roads and driveways.		
5 Minimize soil compaction	A) Minimize construction B) Construction equipment movement, laydown areas, and parking shall be restricted to the disturbed area. C) Rototill all areas to be revegetated		
6 Minimize lawns and maximize landscaping that encourages runoff retention	A) Propose low-maintenance Maine native plant species B) Minimize lawns and maximize vegetated buffers C) Utilize 4" minimum quality topsoil with high organic content or clean compost material		
7 Provide vegetated open-channel conveyance systems	A) Runoff from on-site roofs, sidewalks, and peak-use overflow parking runoff shall be directed into Stormwater treatment Buffers or Stormwater Treatment Infiltration Measures. B) Level spreaders to buffers where possible. C) Underdrained swales.		
8 Rainwater is stored for later reuse for the building or landscape	A) Require the implementation of precipitation storage (e.g., cisterns or rain barrels) for later reuse for landscaping.		

END OF SECTION 01 11 00

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 GENERAL

1.01 PROJECT CONDITIONS

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

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

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

- B. Sexual Harassment will not be tolerated on the campuses of the University of Maine System.
- C. Weapons and Ammunition are not permitted on the campuses of the University of Maine System.
- D. Contractor will be required to provide a site-specific Safety Plan for the project.
- E. Contractor parking will be limited to authorized areas defined by the University of Maine System Representative.

PART 2 to 3 – Not Used

END OF SECTION 01 14 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. The forms for application for payment, duly notarized, shall be the current authorized edition of the AIA Document G702, Application for Payment, supported by a current authorized edition of AIA G703, Continuation Sheet. Samples of these, and other required AIA documents, are provided in the Contract Documents under Division 00 for informational purposes only.

1.03 DEFINITIONS

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

1.04 SCHEDULE OF VALUES

- A. Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect prior to the pre-construction meeting.
- B. Format and Content: Use the specification table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Contractor's name and address.
 - d. Date of submittal.
 - 2. Submit draft of AIA G702 Application for Payment form and AIA G703 Continuation Sheet (Schedule of Values) form.
 - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers).
 - g. Dollar value.
 - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Specification table of contents. Provide several line items for principal subcontract amounts, where appropriate.

- a. For each line item, provide a sublist breakdown as follows:
 - 1) Material.
 - 2) Labor.
5. Documentation: Submit proper documentation for the amounts being requisitioned from subcontractors and material suppliers with each Application for Payment. Three (3) copies of an Application for Payment or a Payment Requisition are required for all subcontracted work. Three (3) copies of the invoice is required for each major supplier.
6. Stored Materials: If Contractor is requesting payment for stored materials as part of the Application for Payment, Contractor must complete Column F in the G703 Continuation Sheet (Schedule of Values) to record the stored materials amounts against line items that pertain to those stored materials. Stored materials are materials or equipment purchased or fabricated and stored, but not yet installed or incorporated into the Work.
 - a. Complete and provide three (3) copies of 00 62 79 Stored Materials form with all required documentation. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - b. Only major long lead delivery items may be considered for off-site storage (example: long lead custom mechanical unit). Standard order and production materials and products shall be delivered to the site before including in Application for Payment of such items.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when approved Change Orders or Construction Change Directives result in a change in the Contract Sum.
10. Retainage: The required five percent (5%) retainage held per Application for Payment submission shall be accounted for on the G703 on a per line item basis. Each line item with a value in Column G "Total Completed and Stored To Date" shall have a corresponding five percent retainage value entered in Column I.
 - a. Final Release of Retainage: The final release of retainage shall be entered as a separate line item on the G703 as "Final Release of Retainage" with the full amount of the five percent retainage entered as a negative number in Column I. The final release of retainage request is submitted as a separate application.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: G702 Application for Payment shall be submitted to Architect and Owner not less than seven (7) days before monthly progress meeting. The period covered by each Application for Payment is one (1) month, ending on the last day of the month.
- C. Payment Application Forms: The Contractor is required under the Contract Documents to use official original AIA documents. Samples of the required documents are provided in Division 00 of the Specifications.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of approved Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal:
1. Submit three (3) signed and notarized originals of:
 - a. AIA G702 Application & Certificate for Payment.
 - b. AIA G703 Continuation Sheet.
 - c. AIA G706 Contractor's Affidavit of Payment of Debts & Claims.
 - d. AIA G706A Contractor's Affidavit of Release of Liens.
 - e. 00 65 19.17 Waiver of Lien.
 2. Transmit each Application for Payment with a transmittal form listing attachments and recording appropriate information about submission.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit three (3) copies of waivers of mechanic's lien from subcontractors, sub-subcontractors, major suppliers, and every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit 00 65 19.17 Waiver of Lien forms, executed in a manner acceptable to Owner.
- G. Certified Payrolls: Wages paid to all workers performing work on the Project shall be in accordance with the Section 00 73 64 Wage Determination Schedule for the Project. Contractor shall submit one (1) copy of each weekly certified payroll for Contractor and all subcontractors, sub-subcontractors, sub-sub-subcontractors, etc. performing work on the Project during the time covered by the Application for Payment. The certified payroll shall be completed in accordance with Section 3.4.4 of the A201 General Conditions and contain the following information:
1. Contractor name.
 2. Contractor address.
 3. Period number.
 4. Week ending date.
 5. Employee(s)'s name.
 6. Employee(s)'s job title.
 7. Employee hourly wage:
 - a. Straight time rate.
 - b. Overtime rate.
 8. Hours worked per day (broken down by straight time and overtime hours).
 9. Hours worked per week (broken down by straight time and overtime hours).
 10. Total earned for the week:
 - a. Straight time.
 - b. Overtime.
 11. Benefits that form a part of the wage rate.
 12. The signature and name of the authorized payroll person.
- H. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.

3. Contractor's Construction Schedule.
 4. Submittals Schedule.
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits and other required permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Report of preconstruction conference.
 11. Insurance verification through submission of insurance certificates, for all Subcontractors.
- I. Progress Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of progress Applications for Payment include the following:
1. Contractor's Construction Schedule update.
 2. Submittals for Work being requisitioned that are complete and approved.
 3. Submission of list of completed tests, checklists, commissioning, reports, and similar requirements for the work that are submitted and in compliance with the Contract Documents.
 4. Distribution of minutes of previous month's progress meeting.
 5. Current record drawings.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion, less retainage, for portion of the Work claimed as substantially complete. Application must:
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. Reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that fees and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA G707 Consent of Surety to Final Payment, three (3) originals.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 7. Final, liquidated damages settlement statement, if a liquidated damages claim has been processed.
 8. As-built drawings.
 9. Operation and maintenance manuals.
 10. Final lien waivers.
 11. All training and equipment testing is complete.

PART 2 to 3 – Not Used

END OF SECTION 01 29 00

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTAL PROCEDURES

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

1.03 PROPOSED PRODUCTS LIST

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

1.04 SHOP DRAWINGS AND PRODUCT DATA

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

1.05 MANUFACTURERS' INSTRUCTIONS

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

1.06 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificates to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.07 SCHEDULE

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

PART 2 to 3 – Not Used

END OF SECTION 01 33 00

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers work, or designated portion of work, is substantially complete, submit written notice with list of items to be completed or corrected.
- B. Should Owner inspection find work is not substantially complete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
- D. When Owner finds work is substantially complete, Owner will prepare a Certificate of Substantial Completion in accordance with provisions of the General Conditions.

1.03 FINAL COMPLETION

- A. When Contractor considers work is complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - 5. Operation of systems has been demonstrated to Owner's personnel.
 - 6. Work is complete and ready for final inspection.
- B. Should Owner inspection find work incomplete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second certification of final completion.
- D. When Owner finds work is complete, Owner will consider closeout submittals.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
- B. Warranties and bonds. Submit originals and in PDF format.
- C. Spare parts and maintenance Materials.
- D. Evidence of payment and Releases of Lien.

1.05 APPLICATION FOR FINAL PAYMENT

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

1.06 GUARANTEE

- A. Neither the final requisition for payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the building by the Owner shall constitute an acceptance of work done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
- B. Although subcontractors shall, throughout these Specifications, be required to provide guarantees for their respective work, the Contractor, in the last analysis, shall be responsible for all work and the guarantee thereof. In the case of disputes between subcontractors as to fault of problems, it is up to the Contractor to resolve these disputes or accept the cost of repair or replacement himself.

PART 2 to 3 – Not Used

END OF SECTION 01 77 00

SECTION 260010 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Supplemental requirements generally applicable to the Work specified in Division 26. This Section is also referenced by related Work specified in other Divisions.

1.2 REFERENCES

A. Abbreviations and Acronyms for Electrical Terms and Units of Measure:

1. A: Ampere, unit of electrical current.
2. AC or ac: Alternating current.
3. AFCI: Arc-fault circuit interrupter.
4. AIC: Ampere interrupting capacity.
5. AL, Al, or ALUM: Aluminum.
6. ASD: Adjustable-speed drive.
7. ATS: Automatic transfer switch.
8. AWG: American wire gauge; see ASTM B258.
9. BAS: Building automation system.
10. BIL: Basic impulse insulation level.
11. BIM: Building information modeling.
12. CAD: Computer-aided design or drafting.
13. CATV: Community antenna television.
14. CB: Circuit breaker.
15. cd: Candela, the SI fundamental unit of luminous intensity.
16. CO/ALR: Copper-aluminum, revised.
17. COPS: Critical operations power system.
18. CU or Cu: Copper.
19. CU-AL or AL-CU: Copper-aluminum.
20. dB: Decibel, a unitless logarithmic ratio of two electrical, acoustical, or optical power values.
21. dB(A-weighted) or dB(A): Decibel acoustical sound pressure level with A-weighting applied in accordance with IEC 61672-1.
22. dB(adjusted) or dBa: Decibel weighted absolute noise power with respect to 3.16 pW (minus 85 dBm).
23. dBm: Decibel absolute power with respect to 1 mW.
24. DC or dc: Direct current.
25. DCOA: Designated critical operations area.
26. DDC: Direct digital control (HVAC).
27. EGC: Equipment grounding conductor.
28. ELV: Extra-low voltage.

29. EMF: Electromotive force.
30. EMI: Electromagnetic interference.
31. EPM: Electrical preventive maintenance.
32. EPS: Emergency power supply.
33. EPSS: Emergency power supply system.
34. ESS: Energy storage system.
35. EV: Electric vehicle.
36. EVPE: Electric vehicle power export equipment.
37. EVSE: Electric vehicle supply equipment.
38. fc: Footcandle, an internationally recognized unit of illuminance equal to one lumen per square foot or 10.76 lx. The simplified conversion $1 \text{ fc} = 10 \text{ lx}$ in the Specifications is common practice and considered adequate precision for building construction activities. When there are conflicts, lux is the primary unit; footcandle is specified for convenience.
39. FLC: Full-load current.
40. ft: Foot.
41. ft-cd: Foot-candle, the antiquated U.S. Standard unit of illuminance, equal to one international candle measured at a distance of one foot, that was superseded in 1948 by the unit "footcandle" after the SI unit candela (cd) replaced the international candle; see "fc,"
42. GEC: Grounding electrode conductor.
43. GFCI: Ground-fault circuit interrupter.
44. GFPE: Ground-fault protection of equipment.
45. GND: Ground.
46. HACR: Heating, air conditioning, and refrigeration.
47. HDPE: High-density polyethylene.
48. HID: High-intensity discharge.
49. HP or hp: Horsepower.
50. HVAC: Heating, ventilating, and air conditioning.
51. Hz: Hertz.
52. IBT: Intersystem bonding termination.
53. inch: Inch. To avoid confusion, the abbreviation "in." is not used.
54. IP: Ingress protection rating (enclosures); Internet protocol (communications).
55. IR: Infrared.
56. IS: Intrinsically safe.
57. IT&R: Inspecting, testing, and repair.
58. ITE: Information technology equipment.
59. kAIC: Kiloampere interrupting capacity.
60. kcmil or MCM: One thousand circular mils.
61. kV: Kilovolt.
62. kVA: Kilovolt-ampere.
63. kVA_r or kVAR: Kilovolt-ampere reactive.
64. kW: Kilowatt.
65. kWh: Kilowatt-hour.
66. LAN: Local area network.
67. lb: Pound (weight).
68. lbf: Pound (force).
69. LCD: Liquid-crystal display.
70. LCDI: Leakage-current detector-interrupter.
71. LED: Light-emitting diode.

72. Li-ion: Lithium-ion.
73. lm: Lumen, the SI derived unit of luminous flux.
74. LNG: Liquefied natural gas.
75. LP-Gas: Liquefied petroleum gas.
76. LRC: Locked-rotor current.
77. LV: Low voltage.
78. lx: Lux, the SI derived unit of illuminance equal to one lumen per square meter.
79. m: Meter.
80. MCC: Motor-control center.
81. MDC: Modular data center.
82. MG set: Motor-generator set.
83. MIDI: Musical instrument digital interface.
84. MLO: Main lugs only.
85. MV: Medium voltage.
86. MVA: Megavolt-ampere.
87. mW: Milliwatt.
88. MW: Megawatt.
89. MWh: Megawatt-hour.
90. NC: Normally closed.
91. Ni-Cd: Nickel-cadmium.
92. Ni-MH: Nickel-metal hydride.
93. NIU: Network interface unit.
94. NO: Normally open.
95. NPT: National (American) standard pipe taper.
96. OCPD: Overcurrent protective device.
97. ONT: Optical network terminal.
98. PC: Personal computer.
99. PCS: Power conversion system.
100. PCU: Power-conditioning unit.
101. PF or pf: Power factor.
102. PHEV: Plug-in hybrid electric vehicle.
103. PLC: Programmable logic controller.
104. PLFA: Power-limited fire alarm.
105. PoE: Power over Ethernet.
106. PV: Photovoltaic.
107. PVC: Polyvinyl chloride.
108. pW: Picowatt.
109. RFI: (electrical) Radio-frequency interference; (contract) Request for interpretation.
110. RMS or rms: Root-mean-square.
111. RPM or rpm: Revolutions per minute.
112. SCADA: Supervisory control and data acquisition.
113. SCR: Silicon-controlled rectifier.
114. SPD: Surge protective device.
115. sq.: Square.
116. SWD: Switching duty.
117. TCP/IP: Transmission control protocol/Internet protocol.
118. TEFC: Totally enclosed fan-cooled.
119. TR: Tamper resistant.
120. TVSS: Transient voltage surge suppressor.

121. UL: (standards) Underwriters Laboratories, Inc.; (product categories) UL, LLC.
122. UL CCN: UL Category Control Number.
123. UPS: Uninterruptible power supply.
124. USB: Universal serial bus.
125. UV: Ultraviolet.
126. V: Volt, unit of electromotive force.
127. V(ac): Volt, alternating current.
128. V(dc): Volt, direct current.
129. VA: Volt-ampere, unit of complex electrical power.
130. VAR: Volt-ampere reactive, unit of reactive electrical power.
131. VFC: Variable-frequency controller.
132. VOM: Volt-ohm-multimeter.
133. VPN: Virtual private network.
134. VRLA: Valve regulated lead acid; also called "sealed lead acid (SLA)" or "valve regulated sealed lead acid."
135. W: Watt, unit of real electrical power.
136. Wh: Watt-hour, unit of electrical energy usage.
137. WPT: Wireless power transfer.
138. WPTE: Wireless power transfer equipment.
139. WR: Weather resistant.

B. Abbreviations and Acronyms for Electrical Raceway Types:

1. EMT: Electrical metallic tubing.
2. EMT-A: Aluminum electrical metallic tubing.
3. EMT-S: Steel electrical metallic tubing.
4. EMT-SS: Stainless steel electrical metallic tubing.
5. ENT: Electrical nonmetallic tubing.
6. EPEC: Electrical HDPE underground conduit.
7. EPEC-40: Schedule 40 electrical HDPE underground conduit.
8. EPEC-80: Schedule 80 electrical HDPE underground conduit.
9. EPEC-A: Type A electrical HDPE underground conduit.
10. EPEC-B: Type B electrical HDPE underground conduit.
11. ERMC: Electrical rigid metal conduit.
12. ERMC-A: Aluminum electrical rigid metal conduit.
13. ERMC-S: Steel electrical rigid metal conduit.
14. ERMC-S-G: Galvanized-steel electrical rigid metal conduit.
15. ERMC-S-PVC: PVC-coated-steel electrical rigid metal conduit.
16. ERMC-SS: Stainless steel electrical rigid metal conduit.
17. FMC: Flexible metal conduit.
18. FMC-A: Aluminum flexible metal conduit.
19. FMC-S: Steel flexible metal conduit.
20. FMT: Steel flexible metallic tubing.
21. FNMC: Flexible nonmetallic conduit. See "LFNC."
22. HDPE: See EPEC.
23. IMC: Steel electrical intermediate metal conduit.
24. LFMC: Liquidtight flexible metal conduit.
25. LFMC-A: Aluminum liquidtight flexible metal conduit.
26. LFMC-S: Steel liquidtight flexible metal conduit.
27. LFMC-SS: Stainless steel liquidtight flexible metal conduit.

28. LFNC: Liquidtight flexible nonmetallic conduit.
29. LFNC-A: Layered (Type A) liquidtight flexible nonmetallic conduit.
30. LFNC-B: Integral (Type B) liquidtight flexible nonmetallic conduit.
31. LFNC-C: Corrugated (Type C) liquidtight flexible nonmetallic conduit.
32. PVC: Rigid PVC conduit.
33. PVC-40: Schedule 40 rigid PVC conduit.
34. PVC-80: Schedule 80 rigid PVC Conduit.
35. PVC-A: Type A rigid PVC concrete-encased conduit.
36. PVC-EB: Type EB rigid PVC concrete-encased underground conduit.
37. RGS: See ERMC-S-G.
38. RMC: See ERMC.
39. RTRC: Reinforced thermosetting resin conduit.
40. RTRC-AG: Low-halogen, aboveground reinforced thermosetting resin conduit.
41. RTRC-AG-HW: Heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
42. RTRC-AG-SW: Standard wall, low-halogen, aboveground reinforced thermosetting resin conduit.
43. RTRC-AG-XW: Extra heavy wall, low-halogen, aboveground reinforced thermosetting resin conduit.
44. RTRC-BG: Low-halogen, belowground reinforced thermosetting resin conduit.

C. Abbreviations and Acronyms for Electrical Single-Conductor and Multiple-Conductor Cable Types:

1. AC: Armored cable.
2. CATV: Coaxial general-purpose cable.
3. CATVP: Coaxial plenum cable.
4. CATVR: Coaxial riser cable.
5. CI: Circuit integrity cable.
6. CL2: Class 2 cable.
7. CL2P: Class 2 plenum cable.
8. CL2R: Class 2 riser cable.
9. CL2X: Class 2 cable, limited use.
10. CL3: Class 3 cable.
11. CL3P: Class 3 plenum cable.
12. CL3R: Class 3 riser cable.
13. CL3X: Class 3 cable, limited use.
14. CM: Communications general-purpose cable.
15. CMG: Communications general-purpose cable.
16. CMP: Communications plenum cable.
17. CMR: Communications riser cable.
18. CMUC: Under-carpet communications wire and cable.
19. CMX: Communications cable, limited use.
20. DG: Distributed generation cable.
21. FC: Flat cable.
22. FCC: Flat conductor cable.
23. FPL: Power-limited fire-alarm cable.
24. FPLP: Power-limited fire-alarm plenum cable.
25. FPLR: Power-limited fire-alarm riser cable.
26. IGS: Integrated gas spacer cable.

27. ITC: Instrumentation tray cable.
28. ITC-ER: Instrumentation tray cable, exposed run.
29. MC: Metal-clad cable.
30. MC-HL: Metal-clad cable, hazardous location.
31. MI: Mineral-insulated, metal-sheathed cable.
32. MTW: (machine tool wiring) Moisture-, heat-, and oil-resistant thermoplastic cable.
33. MV: Medium-voltage cable.
34. NM: Nonmetallic sheathed cable.
35. NMC: Nonmetallic sheathed cable with corrosion-resistant nonmetallic jacket.
36. NMS: Nonmetallic sheathed cable with signaling, data, and communications conductors, plus power or control conductors.
37. NPLF: Non-power-limited fire-alarm circuit cable.
38. NPLFP: Non-power-limited fire-alarm circuit cable for environmental air spaces.
39. NPLFR: Non-power-limited fire-alarm circuit riser cable.
40. NUCC: Nonmetallic underground conduit with conductors.
41. OFC: Conductive optical fiber general-purpose cable.
42. OFCG: Conductive optical fiber general-purpose cable.
43. OFCP: Conductive optical fiber plenum cable.
44. OFCR: Conductive optical fiber riser cable.
45. OFN: Nonconductive optical fiber general-purpose cable.
46. OFNG: Nonconductive optical fiber general-purpose cable.
47. OFNP: Nonconductive optical fiber plenum cable.
48. OFNR: Nonconductive optical fiber riser cable.
49. P: Marine shipboard cable.
50. PLTC: Power-limited tray cable.
51. PLTC-ER: Power-limited tray cable, exposed run.
52. PV: Photovoltaic cable.
53. RHH: (high heat) Thermoset rubber, heat-resistant cable.
54. RHW: Thermoset rubber, moisture-resistant cable.
55. SA: Silicone rubber cable.
56. SE: Service-entrance cable.
57. SER: Service-entrance cable, round.
58. SEU: Service-entrance cable, flat.
59. SIS: Thermoset cable for switchboard and switchgear wiring.
60. TBS: Thermoplastic cable with outer braid.
61. TC: Tray cable.
62. TC-ER: Tray cable, exposed run.
63. TC-ER-HL: Tray cable, exposed run, hazardous location.
64. THW: Thermoplastic, heat- and moisture-resistant cable.
65. THHN: Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
66. THHW: Thermoplastic, heat- and moisture-resistant cable.
67. THWN: Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
68. TW: Thermoplastic, moisture-resistant cable.
69. UF: Underground feeder and branch-circuit cable.
70. USE: Underground service-entrance cable.
71. XHH: Cross-linked polyethylene, heat-resistant cable.
72. XHHW: Cross-linked polyethylene, heat- and moisture-resistant cable.

D. Abbreviations and Acronyms for Electrical Flexible Cord Types:

1. SEO: 600 V extra-hard-usage, hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp locations.
2. SEOW: 600 V extra-hard-usage, hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp or wet locations.
3. SEOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp locations.
4. SEOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer covering for damp or wet locations.
5. SJEO: 300 V hard-usage, junior hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp locations.
6. SJEOW: 300 V hard-usage, junior hard-service cord with thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp or wet locations.
7. SJEOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp locations.
8. SJEOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic elastomer insulation and oil-resistant thermoplastic elastomer outer cover for damp or wet locations.
9. SJO: 300 V hard-usage, junior hard-service cord with thermoset insulation and oil-resistant thermoset outer cover for damp locations.
10. SJOW: 300 V hard-usage, junior hard-service cord with thermoset insulation and oil-resistant thermoset outer cover for damp or wet locations.
11. SJOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer cover for damp locations.
12. SJOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer cover for damp or wet locations.
13. SJTO: 300 V hard-usage, junior hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer cover for damp locations.
14. SJTOW: 300 V hard-usage, junior hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer cover for damp or wet locations.
15. SJTOO: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer cover for damp locations.
16. SJTOOW: 300 V hard-usage, junior hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer cover for damp or wet locations.
17. SO: 600 V extra-hard-usage, hard-service cord with thermoset insulation and oil-resistant thermoset outer covering for damp locations.
18. SOW: 600 V extra-hard-usage, hard-service cord with thermoset insulation and oil-resistant thermoset outer covering for damp or wet locations.
19. SOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer covering for damp locations.
20. SOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoset insulation and oil-resistant thermoset outer covering for damp or wet locations.
21. STO: 600 V extra-hard-usage, hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer covering for damp locations.
22. STOW: 600 V extra-hard-usage, hard-service cord with thermoplastic insulation and oil-resistant thermoplastic outer covering for damp or wet locations.

23. STOO: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer covering for damp locations.
24. STOOW: 600 V extra-hard-usage, hard-service cord with oil-resistant thermoplastic insulation and oil-resistant thermoplastic outer covering for damp or wet locations.

E. Definitions:

1. 8-Position 8-Contact (8P8C) Modular Jack: An unkeyed jack with up to eight contacts commonly used to terminate twisted-pair and multiconductor Ethernet cable. Also called a "TIA-1096 miniature 8-position series jack" (8PSJ), or an "IEC 8877 8-pole jack."
 - a. Be careful when suppliers use "RJ45" generically. Obsolete RJ45 jacks used for analog telephone cables have rejection keys. 8P8C jacks used for digital telephone cables and Ethernet cables do not have rejection keys.
2. Basic Impulse Insulation Level (BIL): Reference insulation level expressed in impulse crest voltage with a standard wave not longer than 1.5 times 50 microseconds and 1.5 times 40 microseconds.
3. Cable: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "cable" is (1) a conductor with insulation, or a stranded conductor with or without insulation (single-conductor cable); or (2) a combination of conductors insulated from one another (multiple-conductor cable).
4. Communications Jack: A fixed connecting device designed for insertion of a communications cable plug.
5. Communications Outlet: One or more communications jacks, or cables and plugs, mounted in a box or ring, with a suitable protective cover.
6. Conductor: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "conductor" is (1) a wire or combination of wires not insulated from one another, suitable for carrying an electric current; (2) (National Electrical Safety Code) a material, usually in the form of wire, cable, or bar, suitable for carrying an electric current; or (3) (general) a substance or body that allows a current of electricity to pass continuously along it.
7. Designated Seismic System: A system component that requires design in accordance with Ch. 13 of ASCE/SEI 7 and for which the Component Importance Factor is greater than 1.0.
8. Direct Buried: Installed underground without encasement in concrete or other protective material.
9. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage. Types of enclosures and enclosure covers include the following:
 - a. Cabinet: An enclosure that is designed for either surface mounting or flush mounting and is provided with a frame, mat, or trim in which a swinging door or doors are or can be hung.
 - b. Concrete Box: A box intended for use in poured concrete.
 - c. Conduit Body: A means for providing access to the interior of a conduit or tubing system through one or more removable covers at a junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
 - d. Conduit Box: A box having threaded openings or knockouts for conduit, EMT, or fittings.

- e. Cutout Box: An enclosure designed for surface mounting that has swinging doors or covers secured directly to and telescoping with the walls of the enclosure.
 - f. Device Box: A box with provisions for mounting a wiring device directly to the box.
 - g. Extension Ring: A ring intended to extend the sides of an outlet box or device box to increase the box depth, volume, or both.
 - h. Floor Box: A box mounted in the floor intended for use with a floor box cover and other components to complete the floor box enclosure.
 - i. Floor-Mounted Enclosure: A floor box and floor box cover assembly with means to mount in the floor that is sealed against the entrance of scrub water at the floor level.
 - j. Floor Nozzle: An enclosure used on a wiring system, intended primarily as a housing for a receptacle, provided with a means, such as a collar, for surface-mounting on a floor, which may or may not include a stem to support it above the floor level, and is sealed against the entrance of scrub water at the floor level.
 - k. Junction Box: A box with a blank cover that joins different runs of raceway or cable and provides space for connection and branching of the enclosed conductors.
 - l. Outlet Box: A box that provides access to a wiring system having pryout openings, knockouts, threaded entries, or hubs in either the sides or the back, or both, for the entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting an outlet box cover, but without provisions for mounting a wiring device directly to the box.
 - m. Pedestal Floor Box Cover: A floor box cover that, when installed as intended, provides a means for typically vertical or near-vertical mounting of receptacle outlets above the floor's finished surface.
 - n. Pull Box: A box with a blank cover that joins different runs of raceway and provides access for pulling or replacing the enclosed cables or conductors.
 - o. Raised-Floor Box: A floor box intended for use in raised floors.
 - p. Recessed Access Floor Box: A floor box with provisions for mounting wiring devices below the floor surface.
 - q. Recessed Access Floor Box Cover: A floor box cover with provisions for passage of cords to recessed wiring devices mounted within a recessed floor box.
 - r. Ring: A sleeve, which is not necessarily round, used for positioning a recessed wiring device flush with the plaster, concrete, drywall, or other wall surface.
 - s. Ring Cover: A box cover, with raised center portion to accommodate a specific wall or ceiling thickness, for mounting wiring devices or luminaires flush with the surface.
 - t. Termination Box: An enclosure designed for installation of termination base assemblies consisting of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors, or both.
10. Emergency Systems: Those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction that are designed to ensure continuity of lighting, electrical power, or both, to designated areas and equipment in the event of failure of the normal supply for safety to human life.
11. Essential Electrical Systems: (healthcare facilities) Those systems designed to ensure continuity of electrical power to designated areas and functions of a healthcare facility during disruption of normal power sources, and also to minimize disruption within the internal wiring system.

12. Fault Limited: Providing or being served by a source of electrical power that is limited to not more than 100 W when tested in accordance with UL 62368-1.
 - a. The term "fault limited" is intended to encompass most Class 1, 2, and 3 power-limited sources complying with Article 725 of NFPA 70; Class ES1 and ES2 electrical energy sources that are Class PS1 electrical power sources (e.g., USB); and Class ES3 electrical energy sources that are Class PS1 and PS2 electrical power sources (e.g., PoE). See UL 62368-1 for discussion of classes of electrical energy sources and classes of electrical power sources.
13. High-Performance Building: A building that integrates and optimizes on a life-cycle basis all major high-performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
14. Jacket: A continuous nonmetallic outer covering for conductors or cables.
15. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.
16. Mode: The terms "Active Mode," "Off Mode," and "Standby Mode" are used as defined in the Energy Independence and Security Act (EISA) of 2007.
17. Multi-Outlet Assembly: A type of surface, flush, or freestanding raceway designed to hold conductors, receptacles, and switches, assembled in the field or at the factory.
18. Plenum: A compartment or chamber to which one or more air ducts are connected and that forms part of the air distribution system.
19. Receptacle: A fixed connecting device arranged for insertion of a power cord plug. Also called a power jack.
20. Receptacle Outlet: One or more receptacles mounted in a box with a suitable protective cover.
21. Sheath: A continuous metallic covering for conductors or cables.
22. UL Category Control Number (CCN): An alphabetic or alphanumeric code used to identify product categories covered by UL's Listing, Classification, and Recognition Services.
23. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:
 - a. Control Voltage: Having electromotive force between any two conductors, or between a single conductor and ground, that is supplied from a battery or other Class 2 or Class 3 power-limited source.
 - b. Line Voltage: (1) (controls) Designed to operate using the supplied low-voltage power without transformation. (2) (transmission lines, transformers, SPDs) The line-to-line voltage of the supplying power system.
 - c. Extra-Low Voltage (ELV): Not having electromotive force between any two conductors, or between a single conductor and ground, exceeding 30 V(ac rms), 42 V(ac peak), or 60 V(dc).
 - d. Low Voltage (LV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 30 V but not exceeding 1000 V.
 - e. Medium Voltage (MV): Having electromotive force between any two conductors, or between a single conductor and ground, that is rated about 1 kV but not exceeding 69 kV.
 - f. High Voltage: (1) (circuits) Having electromotive force between any two conductors, or between a single conductor and ground, that is rated above 69 kV

but not exceeding 230 kV. (2) (safety) Having sufficient electromotive force to inflict bodily harm or injury.

24. Wire: In accordance with NIST NBS Circular 37 and IEEE standards, in the United States for the purpose of interstate commerce, the definition of "wire" is a slender rod or filament of drawn metal. A group of small wires used as a single wire is properly called a "stranded wire." A wire or stranded wire covered with insulation is properly called an "insulated wire" or a "single-conductor cable." Nevertheless, when the context indicates that the wire is insulated, the term "wire" will be understood to include the insulation.

1.3 COORDINATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions:
1. Notify Owner no fewer than seven days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Owner's written permission.
 3. Coordinate interruption with systems impacted by outage including, but not limited to, the following:
 - a. Emergency lighting.
 - b. Elevators.
 - c. Fire-alarm systems.

1.4 PREINSTALLATION MEETINGS

- A. Electrical Preconstruction Conference: Schedule conference with Architect and Owner, not later than 10 days after notice to proceed. Agenda topics include, but are not limited to, the following:
1. Electrical installation schedule.
 2. Value analysis proposals and requests for substitution of electrical equipment.

1.5 SEQUENCING

- A. Conduct and submit results of power system studies before submitting Product Data and Shop Drawings for electrical equipment.

1.6 INFORMATIONAL SUBMITTALS

- A. Electrical Installation Schedule: At preconstruction meeting, and periodically thereafter as dates change, provide schedule for electrical installation Work to Owner and Architect including, but not limited to, milestone dates for the following activities:
1. Submission of action submittals specified in Division 26.
 2. Preinstallation meetings specified in Division 26.

3. Closing of walls and ceilings containing electrical Work.
4. System startup, testing, and commissioning activities for emergency lighting.
5. Requests for inspections by authorities having jurisdiction.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data:

1. Include the following information:
 - a. Manufacturer's operating specifications.
 - b. User's guides for software and hardware.
 - c. Schedule of maintenance material items recommended to be stored at Project site.
 - d. Detailed instructions covering operation under both normal and abnormal conditions.

B. Software and Firmware Operational Documentation: Provide software and firmware operational documentation, including the following:

1. Software operating and upgrade manuals.
2. Names, versions, and website addresses for locations of installed software.
3. Device address list.
4. Printout of software application and graphic screens.
5. Testing and adjusting of panic and emergency power features.
6. For lighting controls, include the following:
 - a. Adjustments of scene preset controls, adjustable fade rates, and fade overrides.
 - b. Operation of adjustable zone controls.

1.8 QUALIFICATIONS

- A. Theatrical Lighting Installers: Installer possessing active qualifications specified in Section 014000 "Quality Requirements," and able to present unexpired certified Installer credentials issued by theatrical lighting manufacturers prior to starting installation.
- B. Low-Voltage Electrical Testing and Inspecting Agency: Entities possessing active credentials from a qualified electrical testing laboratory recognized by authorities having jurisdiction.
 1. On-site electrical testing supervisors must have documented certification and experience with testing electrical equipment in accordance with NETA testing standards.
- C. Luminaire Photometric Testing Laboratory: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" accredited under the NVLAP for Energy Efficient Lighting Products, and complying with applicable IES testing standards.
- D. Lighting Testing and Inspecting Agency: Entity possessing active qualifications specified in Section 014000 "Quality Requirements" with documented training and experience with testing and inspecting lighting installations in accordance with IES LM-5.

PART 2 - PRODUCTS

2.1 SUBSTITUTION LIMITATIONS FOR ELECTRICAL EQUIPMENT

- A. Substitution requests for electrical equipment will be entertained under the following conditions:
1. Substitution requests may be submitted for consideration prior to the Electrical Preconstruction Conference if accompanied by value analysis data indicating that substitution will comply with Project performance requirements while significantly increasing value for Owner throughout life of facility.
 2. Substitution requests may be submitted for consideration concurrently with submission of power system study reports when those reports indicate that substitution is necessary for safety of maintenance personnel and facility occupants.
 3. Contractor is responsible for sequencing and scheduling power system studies and electrical equipment procurement. After the Electrical Preconstruction Conference, insufficient lead time for electrical equipment delivery will not be considered a valid reason for substitution.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL WORK

- A. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 and NECA NEIS 1 for installation of Work specified in Division 26. Consult Architect for resolution of conflicting requirements.

3.2 FIELD QUALITY CONTROL

- A. Administrant for Field Tests and Inspections of Lighting Installations:
1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.

3.3 CLOSEOUT ACTIVITIES

- A. Demonstration:
1. With assistance from factory-authorized service representatives, demonstrate to Owner's maintenance and clerical personnel and building occupants how to operate the following systems and equipment:
 - a. Theatrical lighting control sysem specified in Section 260961 "Theatrical Lighting Power and Control" .

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B. Training:

1. With assistance from factory-authorized service representatives, train Owner's maintenance personnel on the following topics:
 - a. How to adjust, operate, and maintain devices specified in Section 260961 "Theatrical Lighting Power and Control."

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Metal-clad cable, Type MC.
3. Connectors and splices.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Alpha Wire Company.
2. Belden Inc.
3. Cerro Wire LLC.
4. General Cable; Prysmian Group North America.

5. Okonite Company (The).

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

E. Conductor Insulation:

1. Type THHN and Type THWN-2: Comply with UL 83.

2.2 METAL-CLAD CABLE, TYPE MC

A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. AFC Cable Systems; Atkore International.
2. Alpha Wire Company.
3. Belden Inc.
4. General Cable; Prysmian Group North America.
5. Okonite Company (The).

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Circuits:

1. Single circuit .
2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.

E. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors .

F. Ground Conductor: Insulated .

G. Conductor Insulation:

1. Type TFN/THHN/THWN-2: Comply with UL 83.

H. Armor: Steel , interlocked.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. 3M Electrical Products.
 2. AFC Cable Systems; Atkore International.
 3. ILSCO.
 4. NSi Industries LLC.
 5. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 6. Service Wire Co.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 1. Material: Copper .
 2. Type: One hole with standard barrels.
 3. Termination: Compression .

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
 1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits:
 1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. ASD Output Circuits Cable: Extra-flexible stranded for all sizes.
- D. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC .
- C. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway .
- D. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least **6 inch** of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
 - 3. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

- a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
 4. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
- B. Cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backboards.
2. Category 6 balanced twisted pair cable.
3. Balanced twisted pair cable hardware.
4. Control cable.
5. Control-circuit conductors.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
1. Flame Travel Distance: **60 inch** or less.
 2. Peak Optical Smoke Density: 0.5 or less.
 3. Average Optical Smoke Density: 0.15 or less.

- C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

2.2 BACKBOARDS

- A. Description: Plywood, fire-retardant treated, 3/4 by 48 by 96 inch. Comply with requirements for plywood backing panels in Section 061000 "Rough Carpentry."
- B. Painting: Paint plywood on all sides and edges with black latex paint. Comply with requirements in Section 099123 "Interior Painting."

2.3 CATEGORY 6 BALANCED TWISTED PAIR CABLE

- A. Description: Four-pair, balanced-twisted pair cable, with internal spline, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250 MHz.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. 3M.
 - 2. Belden, Inc.
 - 3. CommScope, Inc.
 - 4. General Cable; Prysmian Group North America.
- C. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables.
- D. Conductors: 100 ohm, No. 23 AWG solid copper.
- E. Shielding/Screening: Unshielded twisted pairs (UTP) .
- F. Cable Rating: Riser .
- G. Jacket: Blue thermoplastic.

2.4 BALANCED TWISTED PAIR CABLE HARDWARE

- A. Description: Hardware designed to connect, splice, and terminate balanced twisted pair copper communications cable.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. 3M.

2. Belden, Inc.
 3. CommScope, Inc.
 4. General Cable; Prysmian Group North America.
- C. General Requirements for Balanced Twisted Pair Cable Hardware:
1. Comply with the performance requirements of Category 6 .
 2. Comply with TIA-568-C.2, IDC type, with modules designed for punch-down caps or tools.
 3. Cables must be terminated with connecting hardware of same category or higher.
- D. Source Limitations: Obtain balanced twisted pair cable hardware from single source from single manufacturer .
- E. Connecting Blocks: 110-style IDC for Category 6 . Provide blocks for the number of cables terminated on the block, plus 25 percent spare, integral with connector bodies, including plugs and jacks where indicated.
- F. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.
1. Number of Terminals per Field: One for each conductor in assigned cables.
- G. Patch Panel: Modular panels housing numbered jack units with IDC-type connectors at each jack location for permanent termination of pair groups of installed cables.
1. Features:
 - a. Universal T568A and T568B wiring labels.
 - b. Labeling areas adjacent to conductors.
 - c. Replaceable connectors.
 - d. 24 or 48 ports.
 2. Construction: 16-gauge steel and mountable on 19 inch equipment racks.
 3. Number of Jacks per Field: One for each four-pair conductor group of indicated cables, plus spares and blank positions adequate to suit specified expansion criteria.
- H. Patch Cords: Factory-made, four-pair cables in 48 inch lengths; terminated with an eight-position modular plug at each end.
1. Patch cords must have bend-relief-compliant boots and color-coded icons to ensure performance. Patch cords must have latch guards to protect against snagging.
- I. Plugs and Plug Assemblies:
1. Male; eight position; color-coded modular telecommunications connector designed for termination of a single four-pair 100 ohm unshielded or shielded balanced twisted pair cable.
 2. Comply with IEC 60603-7-1, IEC 60603-7-2, IEC 60603-7-3, IEC 60603-7-4, and IEC 60603-7.5.
 3. Marked to indicate transmission performance.

J. Jacks and Jack Assemblies:

1. Female; eight position; modular; fixed telecommunications connector designed for termination of a single four-pair 100 ohm unshielded or shielded balanced twisted pair cable.
2. Designed to snap-in to a patch panel or faceplate.
3. Standards:
 - a. Category 6, unshielded balanced twisted pair cable must comply with IEC 60603-7-4.
 - b. Category 6, shielded balanced twisted pair cable must comply with IEC 60603-7.5.
4. Marked to indicate transmission performance.

K. Faceplate:

1. Two port, vertical single-gang faceplates designed to mount to single-gang wall boxes.
2. Plastic Faceplate: High-impact plastic. Coordinate color with Section 262726 "Wiring Devices."
3. Metal Faceplate: Stainless steel , complying with requirements in Section 262726 "Wiring Devices."
4. For use with snap-in jacks accommodating any combination of balanced twisted pair, optical fiber, and coaxial work area cords.
 - a. Flush mounting jacks, positioning the cord at a 45-degree angle.

L. Legend:

1. Machine printed, in the field, using adhesive-tape label.
2. Snap-in, clear-label covers and machine-printed paper inserts.

2.5 CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. Multi-pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.
6. Lead Content: Less than 300 parts per million.

2.6 CONTROL-CIRCUIT CONDUCTORS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Encore Wire Corporation.
2. General Cable; Prysmian Group North America.
3. Service Wire Co.
4. Southwire Company, LLC.

- B. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway .
- C. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway .
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway .

2.7 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate cables.
- B. Factory test twisted pair cables according to TIA-568-C.2.
- C. Cable will be considered defective if it does not pass tests and inspections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
 - 1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
 - 1. Outlet boxes must be no smaller than **2 inch** wide, **3 inch** high, and **2-1/2 inch** deep.
 - 2. Outlet boxes for cables must be no smaller than **4 inch** square by **1-1/2 inch** deep with extension ring sized to bring edge of ring to within **1/8 inch** of the finished wall surface.
 - 3. Flexible metal conduit must not be used.
- B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Raceway Installation in Equipment Rooms:
 - 1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.

2. Install cable trays to route cables if conduits cannot be located in these positions.
 3. Secure conduits to backboard if entering the room from overhead.
 4. Extend conduits **3 inch** above finished floor.
 5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with **96 inch** dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
1. Comply with TIA-568-C Series of standards.
 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
 3. Terminate all conductors; cable must not contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 4. Cables may not be spliced and must be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
 5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
 6. Secure and support cables at intervals not exceeding **30 inch** and not more than **6 inch** from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
 8. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
 9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
 10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
 11. Support: Do not allow cables to lie on removable ceiling tiles.
 12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
 13. Provide strain relief.
 14. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
 15. Ground wire must be copper, and grounding methods must comply with IEEE C2. Demonstrate ground resistance.
- C. Balanced Twisted Pair Cable Installation:
1. Comply with TIA-568-C.2.

2. Install termination hardware as specified in Section 271513 "Communications Copper Horizontal Cabling" unless otherwise indicated.
 3. Do not untwist balanced twisted pair cables more than **1/2 inch** at the point of termination to maintain cable geometry.
- D. Installation of Control-Circuit Conductors:
1. Install wiring in raceways.
 2. Use insulated spade lugs for wire and cable connection to screw terminals.
 3. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- E. Open-Cable Installation:
1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
 2. Suspend copper cable not in a wireway or pathway a minimum of **8 inch** above ceilings by cable supports not more than **30 inch** apart.
 3. Cable must not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.
- F. Separation from EMI Sources:
1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
 2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of **5 inch**.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of **12 inch**.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of **24 inch**.
 3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of **2-1/2 inch**.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of **6 inch**.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of **12 inch**.
 4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of **3 inch**.
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of **6 inch**.
 5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of **48 inch**.

6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of **5 inch**.

3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use.

3.5 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG .
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG .
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG .

3.6 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-D, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For control-voltage wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.8 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers must use label stocks, laminating adhesives, and inks complying with UL 969.
- C. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire must have a unique tag.

3.9 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.
 - a. Test instruments must meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.

- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.

END OF SECTION 260523

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Related Requirements:
 - 1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Burndy; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - 2. ERICO; brand of nVent Electrical plc.
 - 3. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 4. Harger Lightning & Grounding; business of Harger, Inc.
 - 5. ILSCO.
 - 6. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - 7. Robbins Lightning, Inc.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B3.
 - 2. Stranded Conductors: ASTM B8.
 - 3. Tinned Conductors: ASTM B33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch wide and 1/16 inch thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inch in cross section, with 9/32 inch holes spaced 1-1/8 inch apart. Stand-off insulators for mounting must comply with UL 891 for use in switchboards, 600 V and must be Lexan or PVC, impulse tested at 5000 V.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Mechanical-Type Bus-Bar Connectors: Cast silicon bronze, solderless compression -type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Compression-Type Bus-Bar Connectors: Copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Straps: Solid copper, copper lugs. Rated for 600 A.

- K. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- L. Water Pipe Clamps:
 - 1. Mechanical type, two pieces with zinc-plated bolts.
 - a. Material: Die-cast zinc alloy.
 - b. Listed for direct burial.
 - 2. U-bolt type with malleable-iron clamp and copper ground connector .

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- C. Conductor Terminations and Connections:
 - 1. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.4 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal , at ground test wells , and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

B. Grounding system will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

D. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.

E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Support, anchorage, and attachment components.
2. Fabricated metal equipment support assemblies.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Slotted support systems, hardware, and accessories.
 - b. Clamps.
 - c. Hangers.
 - d. Sockets.
 - e. Eye nuts.
 - f. Fasteners.
 - g. Anchors.
 - h. Saddles.
 - i. Brackets.
2. Include rated capacities and furnished specialties and accessories.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum **13/32 inch** diameter holes at a maximum of **8 inch** on center in at least one surface.
1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Allied Tube & Conduit; Atkore International.
 - c. CADDY; brand of nVent Electrical plc.
 - d. Cooper B-line; brand of Eaton, Electrical Sector.
 - e. Haydon Corporation.
 - f. Unistrut; Atkore International.
 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
 3. Material for Channel, Fittings, and Accessories: Galvanized steel .
 4. Channel Width: **1-5/8 inch** .
 5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs must have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body must be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-line; brand of Eaton, Electrical Sector.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, **Grade A325**.
6. Toggle Bolts: All steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 SELECTION

- A. Comply with the following standards for selection and installation of hangers and supports, except where requirements on Drawings or in this Section are stricter:
 1. NECA NEIS 101
 2. NECA NEIS 102.
 3. NECA NEIS 105.
 4. NECA NEIS 111.
- B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceway and Boxes for Electrical Systems."

- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and ERMC as required by NFPA 70. Minimum rod size must be **1/4 inch** in diameter.
- E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with single-bolt conduit clamps .
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for **1-1/2 inch** and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

3.2 INSTALLATION OF SUPPORTS

- A. Comply with NECA NEIS 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA NEIS 1, EMT and ERMC may be supported by openings through structure members, in accordance with NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination must be weight of supported components plus **200 lb**.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 2. To Existing Concrete: Expansion anchor fasteners.
 - 3. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete **4 inch** thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than **4 inch** thick.
 - 4. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts or Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69 .
 - 5. To Light Steel: Sheet metal screws.
 - 6. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 PAINTING

A. Touchup:

1. Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - a. Apply paint by brush or spray to provide minimum dry film thickness of **2.0 mils**.
2. Comply with requirements in Section 099123 "Interior Painting" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

- #### B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EMT-S raceways and elbows.
2. Type ERMC-S raceways, elbows, couplings, and nipples.
3. Type FMC-S raceways.
4. Type LFMC raceways.
5. Fittings for conduit, tubing, and cable.
6. Threaded metal joint compound.
7. Solvent cements.
8. Wireways and auxiliary gutters.
9. Metallic outlet boxes, device boxes, rings, and covers.
10. Termination boxes.
11. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.
12. Cover plates for device boxes.
13. Hoods for outlet boxes.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

A. Sustainable Design Submittals:

1. Product Data: For solvents and adhesives, indicating VOC content.
2. Laboratory Test Reports: For solvents and adhesives, indicating compliance with requirements for low-emitting materials.

- ##### B. Shop Drawings:
- For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details. Show that floor boxes are located to avoid interferences and are structurally allowable. Indicate floor thickness where boxes are embedded in concrete floors and underfloor clearances where boxes are installed in raised floors.

PART 2 - PRODUCTS

2.1 TYPE EMT-S RACEWAYS AND ELBOWS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 797 and UL Category Control Number FJMX.

B. Steel Electrical Metal Tubing (EMT-S) and Elbows:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Calconduit; Atkore International.
 - c. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
 - d. Topaz Lighting & Electric.
 - e. Western Tube; Zekelman Industries.
 - f. Wheatland Tube; Zekelman Industries.
2. Material: Steel.
3. Options:
 - a. Exterior Coating: Zinc .
 - b. Interior Coating: Zinc with organic top coating .
 - c. Minimum Trade Size: Metric designator 21 (trade size 3/4).
 - d. Colors: As indicated on Drawings.

2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 6 and UL Category Control Number DYIX.

B. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit; Atkore International.
 - b. Calconduit; Atkore International.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. Republic Conduit; Nucor Corporation, Nucor Tubular Products.
 - e. Topaz Lighting & Electric.
 - f. Western Tube; Zekelman Industries.

- g. Wheatland Tube; Zekelman Industries.
2. Exterior Coating: Zinc.
3. Options:
 - a. Interior Coating: Zinc with organic top coating .
 - b. Minimum Trade Size: Metric designator 21 (trade size 3/4).
 - c. Colors: As indicated on Drawings.

2.3 TYPE FMC-S AND TYPE FMC-A RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 1 and UL Category Control Number DXUZ.

B. Steel Flexible Metal Conduit (FMC-S):

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Anaconda Sealtite; Anamet Electrical, Inc.
 - c. Electri-Flex Company.
 - d. Topaz Lighting & Electric.
2. Material: Steel.
3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
 - b. Colors: As indicated on Drawings.

2.4 TYPE LFMC RACEWAYS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 360 and UL Category Control Number DXHR.

B. Steel Liquidtight Flexible Metal Conduit (LFMC-S):

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Anaconda Sealtite; Anamet Electrical, Inc.
 - c. Electri-Flex Company.
 - d. International Metal Hose Co.
2. Material: Steel.
3. Options:

- a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.5 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

B. Fittings for Type ERMC, Type PVC, Type Raceways:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - f. Southwire Company, LLC.
 - g. Topaz Lighting & Electric.
2. General Characteristics: UL 514B and UL Category Control Number DWTT.
3. Options:
 - a. Material: Steel .
 - b. Coupling Method: Compression coupling .
 - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
 - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

C. Fittings for Type EMT Raceways:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Allied Tube & Conduit; Atkore International.
 - c. Calconduit; Atkore International.
 - d. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - e. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - f. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - h. Southwire Company, LLC.
 - i. Topaz Lighting & Electric.
2. General Characteristics: UL 514B and UL Category Control Number FKAV.
3. Options:
 - a. Material: Steel .
 - b. Coupling Method: Compression coupling .
 - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.

- d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

D. Fittings for Type FMC Raceways:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Fittings Corp. (AMFICO).
 - b. Liquid Tight Connector Co.
 - c. Southwire Company, LLC.
2. General Characteristics: UL 514B and UL Category Control Number ILNR.

E. Fittings for Type LFMC Raceways:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Liquid Tight Connector Co.
2. General Characteristics: UL 514B and UL Category Control Number DXAS.

2.6 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 2419 and UL Category Control Number FOIZ.

B. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. ABB, Electrification Business.

2.7 SOLVENT CEMENTS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: As recommended by conduit manufacturer in accordance with UL 514B and UL Category Control Number DWTT.

B. Solvent Cements for Type PVC Raceways and Fittings:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Oatey.

2.8 WIREWAYS AND AUXILIARY GUTTERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 870 and UL Category Control Number ZOYX.

B. Metal Wireways and Auxiliary Gutters:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. Hoffman; brand of nVent Electrical plc.
 - d. Square D; Schneider Electric USA.
2. Additional Characteristics:
 - a. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
 - b. Finish: Manufacturer's standard enamel finish.
3. Options:
 - a. Degree of Protection: Type 1 unless otherwise indicated.
 - b. Wireway Covers: Hinged type unless otherwise indicated.

2.9 METALLIC OUTLET BOXES, DEVICE BOXES, RINGS, AND COVERS

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 514A and UL Category Control Number QCIT.

B. Metallic Outlet Boxes:

1. Description: Box having pryout openings, knockouts, threaded entries, or hubs in either the sides of the back, or both, for entrance of conduit, conduit or cable fittings, or cables, with provisions for mounting outlet box cover, but without provisions for mounting wiring device directly to box.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.

- d. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - e. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - f. Pass & Seymour; Legrand North America, LLC.
 - g. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - h. Topaz Lighting & Electric.
 - i. Wiremold; Legrand North America, LLC.
3. Options:
- a. Material: Sheet steel Cast metal.
 - b. Sheet Metal Depth: Minimum **2 inch 2.5 inch 2.8 inch 3.5 inch**.
 - c. Cast-Metal Depth: Minimum **1.8 inch**.
 - d. Luminaire Outlet Boxes and Covers: Nonadjustable, listed and labeled for attachment of luminaire weighing up to **50 lb**.
 - e. Paddle Fan Outlet Boxes and Covers: Nonadjustable, designed for attachment of paddle fan weighing up to **70 lb**.

C. Metallic Conduit Bodies:

1. Description: Means for providing access to interior of conduit or tubing system through one or more removable covers at junction or terminal point. In the United States, conduit bodies are listed in accordance with outlet box requirements.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - f. Topaz Lighting & Electric.

D. Metallic Device Boxes:

1. Description: Box with provisions for mounting wiring device directly to box.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - f. Topaz Lighting & Electric.
3. Options:
 - a. Material: Sheet steel Cast metal.
 - b. Sheet Metal Depth: minimum **2 inch**.
 - c. Cast-Metal Depth: minimum **1.8 inch 2.4 inch**.

E. Metallic Extension Rings:

1. Description: Ring intended to extend sides of outlet box or device box to increase box depth, volume, or both.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - f. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - g. Topaz Lighting & Electric.

F. Metallic Floor Boxes and Floor Box Covers:

1. Description: Box mounted in floor with floor box cover and other components to complete floor box enclosure.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - c. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - d. Wiremold; Legrand North America, LLC.

2.10 TERMINATION BOXES

A. Description: Enclosure for termination base consisting of lengths of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors or both.

B. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics: UL 1773 and UL Category Control Number XCKT.

C. Termination Boxes and Termination Bases for Installation on Line Side of Service Equipment:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.

- d. Hoffman; brand of nVent Electrical plc.
- e. Milbank Manufacturing Co.
- f. Square D; Schneider Electric USA.
2. Additional Characteristics: Listed and labeled for installation on line side of service equipment.

D. Termination Boxes and Termination Bases for Installation on Load Side of Service Equipment:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. Hoffman; brand of nVent Electrical plc.
 - e. Milbank Manufacturing Co.
 - f. Square D; Schneider Electric USA.
2. Additional Characteristics: Listed and labeled for installation on load side of service equipment.

2.11 CABINETS, CUTOUT BOXES, JUNCTION BOXES, PULL BOXES, AND MISCELLANEOUS ENCLOSURES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics:
 - a. Non-Environmental Characteristics: UL 50.
 - b. Environmental Characteristics: UL 50E.

B. Indoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. Hoffman; brand of nVent Electrical plc.
 - e. Milbank Manufacturing Co.
 - f. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - g. Robroy Enclosures; Robroy Industries.
 - h. Square D; Schneider Electric USA.
3. Additional Characteristics: UL Category Control Number CYIV.
4. Options:
 - a. Degree of Protection: Type 1 .

C. Indoor Sheet Metal Cutout Boxes:

1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. Hoffman; brand of nVent Electrical plc.
 - e. Milbank Manufacturing Co.
 - f. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - g. Robroy Enclosures; Robroy Industries.
 - h. Square D; Schneider Electric USA.
3. Additional Characteristics: UL Category Control Number CYIV.
4. Options:
 - a. Degree of Protection: Type 1 .

D. Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cooper B-line; brand of Eaton, Electrical Sector.
 - b. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - c. Hoffman; brand of nVent Electrical plc.
 - d. Hubbell Wiring Device-Kellems; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - e. Milbank Manufacturing Co.
 - f. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - h. Square D; Schneider Electric USA.
3. Additional Characteristics: UL Category Control Number BGUZ.
4. Options:
 - a. Degree of Protection: Type 1 .

E. Indoor Sheet Metal Miscellaneous Enclosures:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Cooper B-line; brand of Eaton, Electrical Sector.
 - c. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - d. Hoffman; brand of nVent Electrical plc.
 - e. Milbank Manufacturing Co.

- f. Square D; Schneider Electric USA.
2. Additional Characteristics: UL 1773 and UL Category Control Number XCKT.
3. Options:
 - a. Degree of Protection: Type 1 .

2.12 COVER PLATES FOR DEVICES BOXES

A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
2. General Characteristics:
 - a. Reference Standards: UL 514D and UL Category Control Numbers QCIT and QCMZ.
 - b. Wallplate-Securing Screws: Metal with head color to match wallplate finish.

B. Metallic Cover Plates for Device Boxes:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Leviton Manufacturing Co., Inc.
 - f. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 - h. Topaz Lighting & Electric.
2. Options:
 - a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
 - b. Wallplate Material: Galvanized steel .

C. Nonmetallic Cover Plates for Device Boxes:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABB, Electrification Business.
 - b. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
 - c. Crouse-Hinds; brand of Eaton, Electrical Sector.
 - d. EGS; Emerson Electric Co., Automation Solutions, Appleton Group.
 - e. Leviton Manufacturing Co., Inc.
 - f. O-Z/Gedney; brand of Emerson Electric Co., Automation Solutions, Appleton Group.
 - g. Pass & Seymour; Legrand North America, LLC.
 - h. Raco Taymac Bell; brand of Hubbell Electrical Solutions; Hubbell Incorporated.

- i. Topaz Lighting & Electric.
- j. Wiremold; Legrand North America, LLC.
- 2. Options:
 - a. Damp and Wet Locations: Listed, labeled, and marked for location and use. Provide gaskets and accessories necessary for compliance with listing.
 - b. Wallplate Material: **0.060 inch** thick high-impact thermoplastic (nylon) with smooth finish and color matching wiring device .
 - c. Color: As indicated on architectural Drawings.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Indoors:
 - 1. Exposed and Subject to Severe Physical Damage: ERM C .
 - 2. Exposed and Subject to Physical Damage: ERM C EMT. Subject to physical damage includes the following locations:
 - a. Locations less than 2.5 m (8 ft) above finished floor.
 - b. Stub-ups to above suspended ceilings.
 - 3. Exposed and Not Subject to Physical Damage: ERM C EMT .
 - 4. Concealed in Ceilings and Interior Walls and Partitions: ERM C EMT .
 - 5. Damp or Wet Locations: ERM C .
 - 6. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMCorFMC .
- C. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
 - 1. ERM C: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
 - 1. Indoors:
 - a. Type 1 unless otherwise indicated.
 - b. Damp or Dusty Locations: Type 12 .

3.3 INSTALLATION OF RACEWAYS

A. Installation Standards:

1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
4. Comply with NECA NEIS 101 for installation of steel raceways.
5. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
6. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
7. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
8. Raceway Terminations at Locations Subject to Moisture or Vibration:
 - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG. Install insulated throat metal grounding bushings on service conduits.

B. General Requirements for Installation of Raceways:

1. Complete raceway installation before starting conductor installation.
2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of **2 ft** above finished floor.
3. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
4. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
5. Support conduit within **12 inch** of enclosures to which attached.
6. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal interior of raceways at the following points:
 - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - b. Where an underground service raceway enters a building or structure.
 - c. Conduit extending from interior to exterior of building.
 - d. Conduit extending into pressurized duct and equipment.
 - e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 - f. Where otherwise required by NFPA 70.

7. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
8. Do not install conduits within **2 inch** of the bottom side of a metal deck roof.
9. Keep raceways at least **6 inch** away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
10. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
11. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than **200 lb** tensile strength. Leave at least **12 inch** of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

C. Requirements for Installation of Specific Raceway Types:

1. Types ERMC.
 - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
2. Types FMC and LFMC:
 - a. Comply with NEMA RV 3. Provide a maximum of **36 inch** of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

D. Stub-ups to Above Recessed Ceilings:

1. Provide EMT or ERMC for raceways.
2. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

E. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.

1. EMT: Provide compression, steel fittings. Comply with NEMA FB 2.10.
2. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.

F. Expansion-Joint Fittings:

1. Install in runs of aboveground PVC that are located where environmental temperature change may exceed **30 deg F** and that have straight-run length that exceeds **25 ft**. Install in runs of aboveground ERMC conduit that are located where environmental temperature change may exceed **100 deg F** and that have straight-run length that exceeds **100 ft**.
2. Install fitting(s) that provide expansion and contraction for at least **0.00041 inch per foot of length of straight run per deg F** of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least **0.000078 inch per foot of length of straight run per deg F** of temperature change for metal conduits.
3. Install expansion fittings at locations where conduits cross building or structure expansion joints.

4. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

G. Raceways Penetrating Rooms or Walls with Acoustical Requirements:

1. Seal raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.

3.4 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- C. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.
- D. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- E. Locate boxes so that cover or plate will not span different building finishes.
- F. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.
- G. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
- H. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- I. Set metal floor boxes level and flush with finished floor surface.
- J. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
- K. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:
 1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
 2. Provide gaskets for wallplates and covers.

3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.7 CLEANING

- A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Round sleeves.
2. Rectangular sleeves.
3. Sleeve seal systems.
4. Grout.
5. Pourable sealants.
6. Foam sealants.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.
2. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.2 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 ROUND SLEEVES

A. Wall Sleeves, Steel:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Products & Systems, LLC.
 - b. CCI Piping Systems.
 - c. Flexicraft Industries.
 - d. GPT; an EnPro Industries company.
2. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Wall Sleeves, Cast Iron:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Ductile Iron Pipe.
 - b. Flexicraft Industries.
 - c. McWane Ductile.
2. Description: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop.

C. Pipe Sleeves, PVC:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CCI Piping Systems.
 - b. GPT; an EnPro Industries company.
 - c. Metraflex Company (The).
2. Description: ASTM D1785, Schedule 40.

D. Sheet Metal Sleeves, Galvanized Steel, Round:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Benefast.
 - b. Specified Technologies, Inc.
2. Description: Galvanized-steel sheet; thickness not less than **0.0239 inch**; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 RECTANGULAR SLEEVES

A. Sheet Metal Sleeves, Galvanized Steel, Rectangular:

1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Abesco Fire LLC.
 - b. Specified Technologies, Inc.
 - c. Wiremold; Legrand North America, LLC.
2. Description:
 - a. Material: Galvanized sheet steel.
 - b. Minimum Metal Thickness:
 - 1) For sleeve cross-section rectangle perimeter less than **50 inch** and with no side larger than **16 inch**, thickness must be **0.052 inch**.
 - 2) For sleeve cross-section rectangle perimeter not less than **50 inch** or with one or more sides larger than **16 inch**, thickness must be **0.138 inch**.

2.3 SLEEVE SEAL SYSTEMS

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. CALPICO, Inc.
 2. Flexicraft Industries.
 3. Metraflex Company (The).
- B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable or between raceway and cable.
1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 2. Pressure Plates: Fiber-reinforced plastic .
 3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.4 GROUT

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. W.R. Meadows, Inc.
- B. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
 2. Design Mix: **5000 psi**, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

2.5 POURABLE SEALANTS

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Carlisle SynTec Incorporated.
 2. GAF.
 3. Johns Manville; a Berkshire Hathaway company.
- B. Description: Single-component, neutral-curing elastomeric sealants of grade indicated below.
1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

2.6 FOAM SEALANTS

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Dow Chemical Company (The).
 2. Innovative Chemical Products (Building Solutions Group).
- B. **Description:** Multicomponent, liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam. Foam expansion must not damage cables or crack penetrated structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:
1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 3. Size pipe sleeves to provide **1/4 inch** annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed.
 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 5. Install sleeves for floor penetrations. Extend sleeves installed in floors **2 inch** above finished floor level. Install sleeves during erection of floors.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for wall assemblies.

3.2 INSTALLATION OF RECTANGULAR SLEEVES AND SLEEVE SEALS

- A. Install sleeves in existing walls without compromising structural integrity of walls. Do not cut structural elements without reinforcing the wall to maintain the designed weight bearing and wall stiffness.

- B. Install conduits and cable with no crossings within the sleeve.
- C. Fill opening around conduits and cables with expanding foam without leaving voids.
- D. Provide metal sheet covering at both wall surfaces and finish to match surrounding surfaces. Metal sheet must be same material as sleeve.

3.3 INSTALLATION OF SLEEVE SEAL SYSTEMS

- A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Labels.
2. Bands and tubes.
3. Tapes and stencils.
4. Tags.
5. Signs.
6. Cable ties.
7. Miscellaneous identification products.

B. Related Requirements:

1. Section 260010 "Supplemental Requirements for Electrical" for additional abbreviations, definitions, submittals, qualifications, testing agencies, and other Project requirements applicable to Work specified in this Section.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.

C. Identification Schedule: For each piece of electrical equipment and electrical system components to be index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1.

B. Comply with 29 CFR 1910.144 for color identification of hazards; 29 CFR 1910.145 for danger, caution, warning, and safety instruction signs and tags; and the following:

1. Fire-protection and fire-alarm equipment , including raceways, must be finished, painted, or suitably marked safety red.
 2. Ceiling-mounted hangers, supports, cable trays, and raceways must be finished, painted, or suitably marked safety yellow where less than **7.7 ft** above finished floor.
- C. Signs, labels, and tags required for personnel safety must comply with the following standards:
1. Safety Colors: NEMA Z535.1.
 2. Facility Safety Signs: NEMA Z535.2.
 3. Safety Symbols: NEMA Z535.3.
 4. Product Safety Signs and Labels: NEMA Z535.4.
 5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.
- D. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
1. Temperature Change: **120 deg F** , ambient; **180 deg F** , material surfaces .

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 1000 V or Less:
1. Black letters on orange field .
 2. Legend: Indicate voltage and system or service type.
- B. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
1. Color must be factory applied or field applied for sizes larger than 8 AWG if authorities having jurisdiction permit.
 2. Colors for 208Y/120 V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 3. Color for Neutral: White or gray.
 4. Color for Equipment Grounds: Green .
 5. Colors for Isolated Grounds: Green with two or more yellow stripes.
- C. Warning Label Colors:
1. Identify system voltage with black letters on orange background.
- D. Warning labels and signs must include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 3 FEET MINIMUM."

E. Equipment Identification Labels:

1. Black letters on white field.

2.3 LABELS

A. Self-Adhesive Wraparound Labels: , 3 mil thick, polyester flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
2. Marker for Labels:
 - a. Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - b. Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

B. Self-Adhesive Labels: Polyester , thermal, transfer-printed, 3 mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:
 - a. 1-1/2 by 6 inch for raceway and conductors.
 - b. 3-1/2 by 5 inch for equipment.
 - c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

A. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at maximum of 200 deg F. Comply with UL 224.

2.5 TAPES AND STENCILS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mil thick by 1 to 2 inch wide; compounded for outdoor use.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Brady Corporation.
 - b. Carlton Industries, LP.
 - c. Marking Services, Inc.
- C. Floor Marking Tape: **2 inch** wide, **5 mil** pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.
1. **Manufacturers:** Subject to compliance with requirements, provide products by the following:
 - a. Carlton Industries, LP.
 - b. Seton Identification Products; a Brady Corporation company.

2.6 SIGNS

A. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:
 - a. For signs up to **20 sq. inch**, minimum **1/16 inch** thick.
 - b. For signs larger than **20 sq. inch**, **1/8 inch** thick.
 - c. Engraved legend with black letters on white face .
 - d. Self-adhesive.
 - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: **3/16 inch**.
 2. Tensile Strength at **73 deg F** in accordance with ASTM D638: **12,000 psi**.
 3. Temperature Range: **Minus 40 to plus 185 deg F**.
 4. Color: Black, except where used for color-coding.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from floor.
- J. Accessible Fittings for Raceways: Identify cover of junction and pull box of the following systems with wiring system legend and system voltage. System legends must be as follows:
 - 1. "EMERGENCY POWER."
 - 2. "POWER."
- K. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.

2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.
- L. Snap-Around Labels: Secure tight to surface at location with high visibility and accessibility.
- M. Self-Adhesive Labels:
1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 2. Unless otherwise indicated, provide single line of text with **1/2 inch** high letters on **1-1/2 inch** high label; where two lines of text are required, use labels **2 inch** high.
- N. Heat-Shrink, Preprinted Tubes: Secure tight to surface at location with high visibility and accessibility.
- O. Marker Tapes: Secure tight to surface at location with high visibility and accessibility.
- P. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.
1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of **6 inch** where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- Q. Laminated Acrylic or Melamine Plastic Signs:
1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to location and substrate.
 2. Unless otherwise indicated, provide single line of text with **1/2 inch** high letters on **1-1/2 inch** high sign; where two lines of text are required, use labels **2 inch** high.

3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways and Metal-Clad Cables, 1000 V or Less, for Service, Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels .
1. Locate identification at changes in direction, at penetrations of walls and floors, at **50 ft** maximum intervals in straight runs, and at **25 ft** maximum intervals in congested areas.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify cover of junction and pull box of the following systems with self-adhesive labels containing wiring system legend and system voltage. System legends must be as follows:

1. "EMERGENCY POWER."
 2. "POWER."
- E. Power-Circuit Conductor Identification, 1000 V or Less: For conductors in pull and junction boxes use self-adhesive vinyl tape to identify phase.
1. Locate identification at changes in direction, at penetrations of walls and floors, at **50 ft** maximum intervals in straight runs, and at **25 ft** maximum intervals in congested areas.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes use self-adhesive labels with conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide heat-shrink preprinted tubes with conductor designation.
- H. Conductors to Be Extended in Future: Attach marker tape to conductors and list source.
- I. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- J. Workspace Indication: Apply floor marking tape to finished surfaces. Show working clearances in direction of access to live parts. Workspace must comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- K. Instructional Signs: Self-adhesive labels, including color code for grounded and ungrounded conductors.
- L. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Metal-backed, butyrate warning signs.
1. Apply to exterior of door, cover, or other access.
 2. For equipment with multiple power or control sources, apply to door or cover of equipment, including, but not limited to, the following:
 - a. Power-transfer switches.
 - b. Controls with external control power connections.
- M. Arc Flash Warning Labeling: Self-adhesive labels.
- N. Operating Instruction Signs: Laminated acrylic or melamine plastic signs.
- O. Equipment Identification Labels:
1. Indoor Equipment: Laminated acrylic or melamine plastic sign.
 2. Equipment to Be Labeled:
 - a. Enclosures and electrical cabinets.
 - b. Access doors and panels for concealed electrical items.

- c. Emergency system boxes and enclosures.
- d. Enclosed switches.
- e. Remote-controlled switches, dimmer modules, and control devices.
- f. Monitoring and control equipment.

END OF SECTION 260553

**SECTION 26 09 61
THEATRICAL LIGHTING POWER AND CONTROL**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division 1 Specification Sections, apply to this Section.
- B. Bid documents must conform to University of Maine design standards where applicable including:
 - 1. University of Maine System Design Criteria

1.02 SUMMARY

- A. This section includes power and control systems for theatrical lighting, and house lighting in the following areas:
 - 1. Hauck Auditorium
- B. The extent of performance lighting power and control is indicated by Drawings and Schedules.
- C. Section Includes:
 - 1. Materials, components, modifications, assemblies, equipment and services as specified herein. These include, but are not limited to:
 - a. Verification of site dimensions and conditions.
 - b. Submittals as required by the Contract Documents.
 - c. Engineering of equipment and systems as required by the Contract Documents.
 - d. Manufacture of equipment and systems as required by the Contract Documents.
 - e. Scheduling, sequencing, and coordination with other trades.
 - f. Installation and supervision for equipment and systems specified herein and elsewhere in the Contract Documents.
 - g. Testing and demonstration of equipment and systems as specified herein and elsewhere in the Contract Documents.
 - 2. Intelligent Breaker System.
 - 3. Dimmer Rack
 - 4. Architectural Control System.
 - 5. Data Communications.

6. Faceplates, Panels, and Boxes.
7. Cables.
8. Connectors.
9. Terminations.
10. Equipment Racks and Power Distribution Units (PDU's).
11. Spares / Extra Materials.
12. Labeling.
13. Miscellaneous Equipment.
14. Accessories.
15. Supplementary.

1.03 MANUFACTURER QUALIFICATIONS

- A. Manufacturer has been continuously engaged in the production of theatrical lighting and control equipment for at least 15 years and in the manufacture theatrical power systems for 10 years.
- B. Manufacturer provides a 24-hour emergency service phone line. A field service engineer responds to an emergency call on this line within 30 minutes.

1.04 STANDARDS

- A. National Fire Protection Association (NFPA) Publication:
 1. National Electrical Code, NFPA70.
- B. Underwriters' Laboratories, Inc. (UL) Standards:
 1. UL498, Electrical Attachment Plugs and Receptacles.
 2. UL508, Electrical Industrial Control Equipment.
 3. UL891, Dead-front Electrical Switchboards.
 4. UL1573, Stage and Studio Lighting Units.
- C. American National Standards Institute (ANSI):
 1. ANSI E1.11 – 2008 (R2018) Entertainment Technology -- USITT DMX512-A, Asynchronous Serial Digital Data Transmission Standard for Controlling Lighting Equipment and Accessories.
 2. ANSI E1.17 – 2015(R2020) Entertainment Technology - Architecture for Control Networks.

3. ANSI E1.20 – 2010 Entertainment Technology--Remote Device Management Over DMX512 Networks.
4. ANSI E1.31 - 2018 Entertainment Technology - Lightweight streaming protocol for transport of DMX512 using CAN.
5. ANSI E1.33 – 2019 Entertainment Technology -- (RDMnet) -- Message Transport and Device Management of ANSI E1.20 (RDM) compatible and similar devices over IP Networks.

D. Institute of Electrical and Electronics Engineers, Inc. (IEEE):

1. Standard 802.3ae
2. Standard 802.11ac

1.05 SUBMITTALS

A. All submittals shall be in accordance with General and Special Conditions. All submittals shall be submitted in a timely manner, allowing sufficient time for adequate review and possible resubmittal without jeopardizing the project schedule.

B. Product submittals include:

1. Title sheet listing all sheets in the submittal.
2. Complete bill of materials showing all items being supplied by the manufacturer and or supplier.
3. Cut sheets of all devices applicable to the project.
4. Wiring data sheets.
5. Graphical interface.

C. Shop Drawings:

1. Shop drawings shall be submitted within 90 days of award of contract, unless otherwise indicated in Division 1, and include:
 - a. Full system riser diagram showing equipment, connections and devices.
 - 1) Indicate wire sizing on the riser diagram.
 - b. Rack elevations labeled with components and areas served.
 - c. Panel schedules and details of each panel construction (i.e., top/bottom fed, surface/recess mount, etc.).
 - d. Drawings for fabrication and installation of all products.

- 1) Drawings will show all information necessary to explain fully the design features, appearance, function, fabrication, installation and use of system components in all phases of operation.
 2. Fabrication, Installation, and Erection shall not commence until shop drawings have been approved by the Owner.
 3. All sheets in the submittal shall be of the same size.
 4. Provide the above in Universal electronic format files; PDF file type is preferred, as full-size printable sheets.
- D. Commissioning Documentation:
1. Certificates from the manufacturer's field engineer stating the installed system is operating properly and complies with manufacturer's recommendations.
 2. Schedule of all tested and certified Ethernet cable run lengths.
- E. Record Drawings and Maintenance Manuals:
1. Operations and Maintenance Manuals include:
 - a. Contact information for pertinent manufacturers.
 - b. Safety and Operational Instructions.
 - c. Complete parts and subassembly list.
 - d. Software version information.
 - e. Wiring diagrams and termination schedules.
 - f. Periodic Maintenance Schedule.
 - g. A maintenance procedure for finishes.
 - h. Certificates of compliance with applicable codes.
 - i. Records of final testing and log.
 - j. Spare parts list and source information.
 - k. Provide the above in Universal electronic format files; PDF file type is preferred, as full size printable sheets. Submit files on standard thumb drive clearly labeled including project name, theatre consultant, contractor name, date of submittal.
 - l. Include diagrams depicting the system layout and interconnections. Reduced size, 11"x17" preferred, hardcopy prints.
- F. Equipment Refresh Submittal:

1. 45 days prior to active equipment procurement, submit a list of all equipment with new or updated versions available as an option to the Owner, who may accept or reject changes at that time. Clearly indicate deadlines required for equipment ordering. Include the following information for each piece of equipment:
 - a. Specified device manufacturer and model number.
 - b. Latest updated device manufacturer and model number.
 - c. Note additional features or design impacts. If necessary, include sketches as needed to convey the intent, if applicable.
 - d. Cost change to the Owner if the update is accepted, including of all markups, taxes, etc.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver equipment and controls securely wrapped in factory fabricated wooden or fiberboard containers.
- B. Handle equipment and controls carefully to prevent breakage, denting and scoring finish. Do not install damaged equipment and controls; replace and return damaged units to equipment manufacturer.
- C. Storage and Protection: All equipment shall be stored in a secure, environmentally controlled location. No equipment shall be placed until that location is substantially completed, free from construction dust and “broom clean”. Store in original cartons and protect from dirt, physical damage, weather, and construction traffic.
- D. Acceptance at Site: Contractor shall accept and inventory all equipment upon delivery and provide copies of the inventory to the Owner.

1.07 PROJECT/SITE CONDITIONS

- A. Field Measurements: Contractor is to verify all dimensions as they relate to requirements of the specification and manufacturer’s requirements and is to notify the Owner’s Representative of any variations, which would affect the installation and safe operation of the systems.

1.08 WARRANTY

- A. Special Warranty: The manufacturer of the stage lighting and control equipment shall warranty the Electrical Distribution, Power, and Control equipment to be free from defects of material or workmanship for a period of two (2) years from the date of acceptance. During the period of this warranty, equipment, which proves to be defective, shall be repaired or replaced within thirty (30) days at no charge to the owner. Unauthorized local repairs of the equipment during the warranty period shall relieve the manufacturer of its responsibilities under this warranty.

1.09 MAINTENANCE

- A. Maintenance Service: Provide maintenance service for a period of one (1) year after final acceptance of the installation. This service shall cover parts and labor. This service consists of at least two (2) half-yearly visits to the site for checking and adjusting of equipment. Perform the first visit six (6) months after the system has been accepted.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Provide the power and control system from components (except where otherwise stated) that are the products of one of the following manufacturers:
1. Electronic Theatre Controls (ETC), Inc., Middleton, WI
 2. LynTech, Lenexa, KS
 3. SSRC, Duncan, SC
 4. Or approved equal, subject to demonstration of full compliance with specification and drawing requirements and as approved by the Owner.

2.02 INTELLIGENT BREAKER SYSTEM

- A. Basis of Design:
1. Sensor IQ as manufactured by ETC, Inc.
 2. or approved equal meeting the following minimum requirements:
- B. General:
1. UL67, UL489, UL508 listed
 2. Main enclosure of 48 pole breaker subpanels and integral control electronics for low voltage terminations.
- C. Mechanical:
1. Constructed of 16-gauge steel. All components finished in fine-textured, scratch resistant paint.
 2. Surface mounted.
 3. Outer panel ships complete with a locking door.
 4. Provide interior cover over breaker panel to allow access only to class 2 wiring and prevent direct access to class 1 line voltage components.
 5. Supports 48 single pole branch circuits.
 - a. 20A branch circuits capable of holding full rated load for minimum of three hours continuously.
 6. Breakers provide manual switching control while power is unavailable to the panel such that critical lighting can be set to an on state, without the need for power to the panel.
- D. User Interface:

1. User interface contains a display with up and down navigation.
2. User interface includes a power status LED indicator, a DMX status LED indicator, and a network status LED indicator.
3. Interface allows the backlight to timeout and provides user editable options to shut off backlight completely.
4. Ethernet interface defaults to automatic IP through link local and DHCP. Upon receiving IP address, the address of the Network Interface Card (NIC) displays in the about menu. Static address and settings also possible.
5. The control interface supports a USB memory stick interface for uploads of configurations and software updates.

E. Functional:

1. User programmable panel setup. The control interface provides the following breaker setup features (per circuit):
 - a. Type (1 pole, 2 pole, or 3 pole).
 - b. Name.
 - c. Circuit Number.
 - d. DMX address.
 - e. sACN address.
 - f. Space Number.
 - g. Circuit Modes.
 - 1) Normal (priority and HTP based activation and dimming).
 - 2) Latch-lock.
 - 3) Fluorescent.
 - 4) DALI.
 - h. On threshold level.
 - i. Off threshold level.
 - j. Allow Manual.
2. Discrete addressing of each breaker. Panels that are restricted to use of start address with sequential addressing and cannot assign each 0-10V output control to any internal circuit not acceptable.
3. Advanced control of relays over an sACN ethernet connection.

- a. Connection transmits status, control override, and energy usage measurements via Web UI or monitoring interface.
 - b. Reporting of the following information per branch circuit:
 - 1) Breaker state (On/Off).
 - 2) Breaker state (Open/Closed).
 - 3) Current draw (In Amps).
 - 4) Voltage.
 - 5) Energy usage.
4. Control requirements:
- a. Ability to record presets from the control panel user interface, control stations, or timed events.
 - b. Presets programmable by recording current levels, entering levels on the control panel, manually selecting breaker state on each breaker, or a combination of these methods.
 - c. From the control panel, stations, or timed events it shall be possible to record values for at least 12 zones.
 - d. An active preset shall be visible on the control panel display.
 - e. One user programmable sequence per zone for power up and power down routines.
 - f. Upon data loss system provides options to hold last look infinitely or hold for a configured time period then fade/switch to the input of the next available priority.
 - g. Control electronics respond directly to control stations for zone, preset, and sequence control.
 - h. After power loss electronics shall be capable of holding the system in its previous state until new level data is received.
5. Control of lighting and associated systems via timed and Astronomical clock controls:
- a. System time events shall be programmable via the user interface
 - 1) Time clock events shall be activated based on sunrise, sunset, time of day or periodic event.
 - 2) System shall automatically compensate for regions using a fully configurable daylight savings time.
 - 3) Presets shall be assigned to events at the time clock.
 - b. The time clock shall support event override.

- 1) It shall be possible to override the timed event schedule from the user interface of the time clock.
6. The panel shall receive ESTA DMX512-A control protocol. Addressing shall be set via the user interface with any circuit patched to any DMX control address.
- a. 2,500V of optical isolation shall be provided between the DMX512 inputs and the control electronics as well as between control and power components.
 - b. Setting changes shall be able to be made across all, some, or just one selected breaker in a single action from the user interface.
 - c. DMX data loss shall allow for levels/breakers to be held forever or for a specified time before switching to a lower priority source.
 - d. Initial Panel setup:
 - 1) The breaker panel automatically detects the type of breaker or dimmer installed in each location without need for manual configuration of the physical arrangement.
 - 2) Quick rack setup shall be available to apply address settings across all circuits for rack number, DMX Start Address, sACN universe, and sACN start address.
 - 3) Emergency Setup Menu provides optional delays when emergency is activated or deactivated, and option to turn off non-emergency circuits shall be available. Record function shall allow circuits that are turned on to be added to the emergency setting.

F. Electrical:

1. Breaker Panels available to support power input from 120/208V three phase 4-wire plus ground.
2. Breaker:
 - a. Bus connection type: Stab on.
 - b. 1 pole.
 - c. UL489 listed.
 - d. 20 amp
 - e. 22,000 SCCR; 65,000A series rated with main breaker.
 - f. High inrush trip curve.
 - g. Maintains trip curve through entire thermal range.
 - h. Guaranteed not to trip at full load.

- i. Multi-conductor rated output terminal.
 - j. Integral mechanically held air gap relay.
 - k. Manual control of relay state using breaker handle w/o power.
 - l. Integral current sensing.
 - m. Integral position and trip sensing.
3. The breaker panel supports a feed size of 200 Amps.
- a. Main breakers shall be field installable.
 - b. Main breakers available in up to 200 Amps.
4. Provide a RideThru short-term power backup of control electronics which automatically engages when power is lost, and recharges when normal power is present.
- G. Thermal:
- 1. Convection cooled.
 - 2. Operates safely in an environment having an ambient temperature between 32°F (0°C) and 104°F (40°C), and humidity between 10-90% (non-condensing).
- H. Provide signage on the face of each panel with the following attributes:
- 1. Material: 1/8" black Lamacoid.
 - 2. Finish: Black with white fill.
 - 3. Engraving: 3/8" high characters with non-yellowing white fill.
 - 4. Indicate the following information on the sign:
 - a. Project Name.
 - b. "Theatre Consultant: ARUP".
 - c. Manufacturer name, city, state, and service telephone number.
 - d. Performance space.
 - e. Panel name/number.
 - f. Circuit numbers.
 - g. Feeder size and source.

2.03 DIMMER RACK

A. General:

Hauck Auditorium Production LightingTheatrical Lighting Power and Control
University of Maine, Orono

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1. Furnish and install a new 12 module/24 circuit dimmer rack and rack headend compatible with the Client's existing dimmer modules.
2. Remove modules from Client's existing portable dimmer rack and install in the new enclosure located on Drawings.
3. Program new dimmer rack as needed to provide full functionality of existing dimmer modules for use with the house lighting system (to be determined by Contractor).

2.04 ARCHITECTURAL LIGHTING CONTROL SYSTEM

A. Basis of Design:

1. Unison Paradigm as manufactured by ETC, Inc.
2. or approved equal meeting the following minimum requirements:

B. General:

1. Provide an integrated Architectural Lighting Control system that is independent of, but works in conjunction with, the Owner's existing control console. The system is capable of controlling lighting breakers/relays, theatrical lighting fixtures, and architectural lighting fixtures through local and master control stations.
2. System controls over DMX-512A or E1.31 Streaming ACN (sACN) data communications protocol.
3. System is programmable using a personal computer or designated touchscreen control stations.
4. User interface is through pushbutton and/or touchscreen control stations.
5. System processor can accommodate and control full DMX footprint of all architectural fixtures in the space.
6. Processor system must be able to output at least four (4) universes of DMX to allow user to control basic stage lighting looks as well as house lights.
7. When in use the Owner's existing control console takes higher priority than that of the architectural controller.
8. The system is capable of storing lighting looks (i.e. scenes, presets) built on the Owner's existing control console.

C. Operation:

1. Control system allows cross fading between presets within room.
2. Presets can mirror between stations.
3. System parameters are user configurable. These parameters include but are not limited to:

- a. Date.
 - b. Time.
 - c. Dimmer type.
 - d. High level limit.
 - e. Control station names and numbers.
 - f. Presets and preset names.
 - g. Mirror designation.
 - h. Lockout modes.
 - i. Dimmer assignments per channel.
 - j. Preset master names.
 - k. Channel levels.
4. Fade times on each preset are adjustable from 0 - 999 seconds.
 5. Preset masters are available to control groups of presets throughout the system.
 6. Preset masters shall also provide “template” ability whereby station activation or control parameters may be changed.
 7. System provides storage of configuration and lighting data.
 8. Provide Architectural lighting program to owner for future changes to system configuration.
- D. Button and Fader Stations:
1. Basis of Design:
 - a. Button Stations: Paradigm Inspire Station Series as manufactured by ETC, Inc.
 - b. Fader Stations: UHJ30407 4 Fader Station as manufactured by ETC, Inc.
 - c. or approved equal meeting the following minimum requirements:
 2. General
 - a. Control System allows control of lighting and associated systems via Button and Fader controls.
 - b. Faceplate signage is screened by Owner before procurement.
 3. Mechanical:

- a. Configured with 8 buttons or 4 faders as indicated on the Drawings.
 - b. Flush-mounts into industry standard single gang back box.
 - c. Surface-mounts into manufacturer supplied back box.
 - d. No visible means of attachment.
 - e. Electronics mount directly behind faceplate.
 - f. Buttons indelibly laser marked for each button function.
4. Functional:
- a. Preset or zone control provided from any station.
 - b. Configurable buttons shall recall presets, enter recording mode, lockout the station, play macros, raise or lower intensity, control zones, and override timed events.
 - c. Configurable faders shall control zone or group intensity, color, and variable white.
 - d. LED indicators are programmable to provide button activity status.
 - e. Button functionality and system presets, macros, and sequences shall be programmable via manufacturer supplied configuration software.
 - f. Stations shall allow programming of station and component electronic lockout levels via configuration software.
- E. Touchscreen Control Stations:
1. Basis of Design:
 - a. Unison Paradigm Touchscreen P-TS7 Series Control Stations as manufactured by ETC, Inc.
 - b. or approved equal meeting the following minimum requirements:
 2. Mechanical:
 - a. 7 inch, LED backlit color liquid crystal display (LCD) with touch interface.
 - b. Minimum resolution of 800 by 400 pixels.
 - c. Minimum 24-bit color depth.
 - d. Flush and surface mounts with manufacturer provided backboxes.
 - e. No visible means of attachment.
 3. Electrical:

- a. Connect to the System using an Ethernet network.
 - b. Powered by the System network utilizing Power over Ethernet (PoE).
 - c. Provide cable sets and connectors as required for station installation and use.
4. Functional:
- a. Operates using graphic buttons, faders and other images on programmable control pages.
 - b. Shall be custom configured to project requirements.
 - c. Configurable to provide individual zone control; preset recording, selection, and activation; room combine controls; color, sequence, and macro activation; changing, initiating, or overriding of timed events; and multi-level electronic lockout.
 - d. Allows programming of page pass-code, lock out and visibility levels.
 - e. Able to address individual dimmers and relays within a preset and modify levels and fade times.
 - f. Multiple stations shall mimic and control shall be last action takes precedence.
 - g. A Color picker, supporting Hue, Saturation and Brightness (HSB) color selection shall be available for color selection of color changing fixtures and provide visual feedback of the current color produced by the associated fixture.
 - h. Possible to program the station to dim during periods of inactivity.
 - i. User configured controls via manufacturer provided software.
 - j. User configured graphics via manufacturer provided software.
- F. iPad Controller and Wireless Access Points:
1. Provide the latest manufacturer recommended Apple iPad for portable touchscreen control of the Paradigm network and the user's existing lighting control console.
 2. The device shall meet the minimum requirements:
 - a. Black housing
 - b. Apple Pencil support
 - c. 64GB memory
 - d. USB-C connector for charging and data transfer
 3. Install and configure all relevant ETC apps including, but not limited, to those for EOS and Paradigm control.

4. Re-configure the user's existing ETC lighting console to ensure compatibility with the lighting network and iPad controller.
5. Furnish and install wireless access points throughout the venue to ensure continuous wireless connection across the entirety of the house (audience chamber), stagehouse at stage level, lighting slots and truss positions, and booth.
 - a. Quantity and location of wireless access points determined by Contractor.

2.05 DATA COMMUNICATIONS

- A. Provide a fully functioning theatrical lighting Ethernet system using DMX-512A and sACN compatible protocols.
- B. The system is installed in conformance with the latest ESTA and IEEE 802.3 standards and the control console manufacturer's requirements.
- C. Coordinate the wireless Ethernet protocols with other areas of theatrical production (Sound, Rigging and Automation, and Administration) to ensure that the theatrical lighting system has its own dedicated secured channel and doesn't broadcast SSID information that would allow the system to be compromised. Set up MAC address filtering if nearby networks require it.
- D. Provide network diagnostic tools (software) to enable users to view network activity and diagnose data problems.
- E. Ethernet Switches and Patch Panels:
 1. Provide managed switches and patch panels of a high quality from a company with 5 or more years of experience manufacturing this equipment.
 2. All Gigabit switches are to be Power-over-Ethernet units capable of operating standard and fast Ethernet protocols.
 3. Label switches and patch panels with the locations of the field boxes and as labeled in the box schedules.
 4. Provide proper quantity of Category 6a patch cables to patch all field devices to hubs/switches.
 5. All wireless switches must comply with latest IEEE 802.3 b/g standards and are to be installed using best industry practices.
 6. Switches accessible through any commercially available web browser.
 7. Acceptable hub/switch manufacturers:
 - a. Cisco Systems – 170 West Tasman Drive San Jose, CA.
 - b. Hewlett Packard HP – 3000 Hanover Street, Palo Alto, CA 94304.
 - c. Pathway Connectivity – Calgary AC, Canada.
 - d. Netgear – 4500 Great America Parkway, Santa Clara, CA 95054.

- e. Or approved equal.

F. DMX Gateways

1. Product:

- a. Response Mk2 DMX Gateways as provided by ETC, Inc
- b. or approved equal meeting the following minimum requirements:

2. General:

- a. A microprocessor-based unit designed to provide DMX-512 control of lighting systems and transport of RDM configuration and status messages.
- b. Permits DMX512-A data to be encoded, routed over an Ethernet network and decoded back to DMX512-A.
- c. Connections made between gateways, consoles, architectural systems, and PCs over standard Ethernet distribution systems using 10/100BaseT.
- d. Routing information stored in memory at each gateway. The system recovers from a power outage without requiring the configuration PC to be online.
- e. Provide Manufacturer's configuration and monitoring Software.
- f. Rack mounted unit quantities per Drawings. Portable unit quantities indicated on Schedule.

3. Functional:

- a. Supports the following protocols:
 - 1) ANSI E1.11 USITT DMX512-A.
 - 2) ANSI E1.17 Architecture for Control Networks (ACN).
 - 3) ANSI E1.20 Remote Device Management (RDM).
 - 4) ANSI E1.31 Streaming ACN (sACN).
- b. Output patch can begin at any address within a 512-address universe.
- c. Supports per-address or per-universe level priority.
- d. Local or remote configuration.
- e. Supports 512 DMX addresses per port.
- f. Supports 63,999 sACN universes.
- g. User configurable DMX input or output per port.

- h. Multiple sources may be combined with each source or address allowed an independent priority.
 - i. Individual start addressing and offset per port.
 - j. User configurable port labels.
 - k. Configurable using onboard interface or configuration Software provided by Manufacturer.
4. Mechanical:
- a. Enclosed electronics assembly.
 - b. No visible means of attachment.
 - c. Portable gateways shall be black.
 - d. Rack-mount in manufacturer provided mounting kit.
 - e. Pipe-mount utilizing manufacturer provided C-clamp mounting kit.
 - f. 1 etherCON/RJ45 connector for connection to lighting network.
 - g. DMX-512A 5-pin XLR Out (female) ports.
5. Electrical:
- a. Power provided over Category 6A cable.
 - b. Powered through the System utilizing Power over Ethernet (PoE).
6. Accessories:
- a. Provide 1 C-clamp mounting bracket and 1 C-clamp per portable gateway.
 - b. Provide 1 safety cable per portable gateway.
 - c. Provide one 3'-0" etherCON to etherCON link cable per portable gateway.
7. Portable DMX Gateway Schedule:

Port Count	Quantity
1-port	08
2-port	00
4-port	00

2.06 FACEPLATES, PANELS, AND BOXES

A. Basis of Design:

- 1. Distribution Series and Remote Plug-in Stations as manufactured by ETC, Inc.

2. or approved equal meeting the following minimum requirements:

B. General:

1. Provide custom engraved faceplates and panels as shown on the Drawings.
2. Provide appropriate brackets and mounting hardware as shown on the Drawings.
3. All labels rotary engraved and fully filled with epoxy paint. Laser engraved or silk screened labeled are not acceptable.
 - a. Finish: Black with non-yellowing white fill.
 - b. Engraving: Minimum 1/2-inch high characters with non-yellowing white fill.
 - c. Label each faceplate with circuit and ethernet numbers as shown on the Drawings and Schedules.
4. Attached faceplates to back boxes with machine screws. Self-tapping 'Tek' screws are not acceptable. Screw color to match faceplate color.
5. Reinforce faceplates as needed where deflection may occur under heavy use.
6. Chamfer edges of all custom faceplates, except for rack panels.
7. Faceplate dimensions shall be 1-inch (20-30mm) larger than wall box dimensions at all flush mounted wall box locations. Field verify box mounting prior to fabrication.
8. Faceplate dimensions and corner shape match back box at all surface mounted box locations, including catwalks, to eliminate sharp edges. Field verify box mounting prior to fabrication.

C. Distribution (Line Voltage) Faceplates:

1. Material: Minimum 18-gauge steel or 3/16-inch thick aluminum.
2. Connectors shall be 20 amp unless otherwise noted.
3. Label the inside back of each box with an arrow indicating the "up" position.
4. Label the outside top of each box with a removable OSHA yellow sticker with a minimum of 1" high lettering indicating the "up" position.
5. Fill any and all unused pre-drilled mounting holes.
6. Flexible Cable:
 - a. Type SO sized to accommodate the maximum load of the terminating connector.
 - b. Black in color.
7. A low voltage distribution system shall be available to incorporate DMX, Ethernet or other protocols as specified in the power distribution box.

- a. A voltage barrier separates the low voltage wiring for the electrical circuits.

D. Control Faceplates:

- 1. Faceplate fits into standard sized gang wall box for recessed installation.
- 2. Provide painted backbox sized to faceplate dimensions for surface installation.

2.07 CABLES

Select and install cables in compliance with all local codes and regulations, including cable jacket fire ratings.

- 1. Confirm building type, space types, and cabling pathway and containment types with the Owner, and AHJ prior to procuring or installing cabling, and provide cable types as required based on site conditions.
- 2. Cable model numbers are indicative of performance required. Cables of equal performance may be substituted at the discretion of the owner or owner’s representative. Contractor is responsible for confirming sizes of all pathways are sufficient for final products selected prior to procurement.

B. Cable Type Schedule:

Signal	Cable Description	Make / Model
IP Data/Video/Audio	Cat6A F/UTP, 4-pair	Non-Plenum: Belden 10GX52F Plenum: Belden 10GX53F Waterblocked: Belden2141A
DMX512-A	Shielded, 2-pair	Non-Plenum: Belden 9729
Unison	1-pair	Non-Plenum: Belden 8471 + #14 ESD Drain Wire

C. Cable Quantity Schedule:

Use	Description	Quantity
Grid Power Drops to Battens	50' 6-Circuit Socapex to Socapex Multicable with strain relief on both ends	6
Batten Power Breakouts	Socapex to powerCON True1 TOP Staggered Breakout 1 Socapex inlet (with strain relief) to 6 True1 TOP outlets of staggered length, circuit label(s) on both ends of assembly In order from first to sixth circuit, outlet cable lengths to be 5, 10, 15, 20, 25, and 30 feet and each outlet shall be uniquely labeled from "A" to "F"	6
Grid Data Drops to Battens	50' etherCON CAT6A link cable with strain relief on both ends	12
Gallery Non-Dim Power Drops	25' powerCON True1 TOP link cable with strain relief on both ends	8
Gallery Dimmed Power Drops	25' NEMA L5-20 link cable with strain relief on both ends	8
Gallery Data Drops	25' etherCON CAT6A to CAT6A link cable with strain relief on both ends	4

- D. Where multiple cables are routed together in user accessible areas or to rolling equipment, wrap cables together in expandable braided sleeving for a clean appearance.

2.08 CONNECTORS

A. General:

1. All etherCON data connectors shall be Neutrik etherCON CAT6A.
2. Shell of all connectors consistent in color (black). Shell of all connectors match the panel faceplate color, unless not all connectors are available in that color.
3. Use only rosin core solder or approved mechanical connectors for joints and connections within the system. Twist-on wire-nuts are not acceptable.

- B. etherCON data connectors shall be IDC Termination Cat6A Neutrik etherCON.

2.09 TERMINATIONS

- A. Splices are not allowed anywhere between termination boxes without written approval from the Owner. If cables are cut short or damaged in the middle of a path, replace the entire cable.
- B. Minimize where possible. When required, locate all terminations inside easily accessible boxes with quick connect blocks and mounting rails.
 - 1. DC Power and control signal cables utilize WAGO quick connect blocks with DIN mounting rail, and ferrules crimped with approved crimping tools.
 - 2. Data cables utilize CAT6A F/UTP compliant jacks including patch bays, faceplates, and surface mounted 'biscuit' jacks. Where devices are mounted without a faceplate jack, a cord attached plug (Modular Plug Terminated Link compliant with TIA-568.2) may be used so long as a service loop is provided.
 - 3. Fiber optic cables utilize splice boxes.

2.10 EQUIPMENT RACKS AND POWER DISTRIBUTION UNITS (PDU'S)

- A. Fill all empty rack spaces with either vent panels or flanged, 0.125 inch (3mm) thick blank aluminum rack panels, brushed black anodized finish, unless otherwise noted.
- B. Provide thermal management as required for all equipment rack to function without exceeding 100 F (38 C) after 5 hours of continuous operation. Avoid cooling fans at operator positions whenever possible. If required, select fans not to exceed 30 dBA at 1 meter.
- C. Provide all rack accessories as required including, but not limited to:
 - 1. Rack top panels with conduit and/or grommeted cable openings as required
 - 2. Side panels for all racks (except where racks are ganged together and require inter-rack cabling)
 - 3. Rear rack rails.
 - 4. Horizontal cable managers (ladder bars for rear, and rack mounted cable managers for front)
 - 5. Vertical cable managers
- D. Provide nylon anti-scuff washers with all rack screws.
- E. Key locking doors identically.
- F. Mount panels mounted on rear rack rails such that they do not block access to components or cable management.
- G. Provide PDUs (power distribution units) for each equipment rack and comply with the following:
 - 1. Power outlet types shall be NEMA 5-20R or IEC C13 receptacles unless otherwise noted or required by equipment in the rack.

2. Power inlet type matches site conditions or rack UPS outlet type.
 3. Select PDU model to include at least 2 spare power outlets per rack for future use.
 4. Mount power receptacle strips on the rear interior of the rack space on the left side as viewed from the rear, or on the “hinge” side of swing-out racks if different.
- H. Provide the appropriate rack mounts or custom rack shelf for equipment installed in the equipment rack, whether specifically itemized or not. Provide Middle Atlantic RSH series or approved equal.
- I. Provide rack shelves for ancillary equipment.

2.11 SPARES / EXTRA MATERIALS

1. Include, at minimum, the follow spares:
 - a. 5 percent spare of each wall/floor box connector type, minimum of 1 each.

2.12 LABELING

A. General:

1. Confirm with the Owner whether cabling may be required to comply with alternative standards such as an Owner provide cable labeling standard.
 - a. Coordinate with Owner’s room numbering, signage, and wayfinding requirements.
2. Labels shall be logical, legible, and permanent manner corresponding to the Contract Documents using wording, format, style, color, and arrangement of text approved by the Owner.
3. All labels match approved Shop Drawing and Record Drawings.
4. Install a 1U rack panel with “Arup” company name, logo, and contact information at each dedicated equipment rack as the Consultant for the project at each dedicated equipment rack.
5. Contractor may, optionally, install a 1U rack panel with their company name, logo, and contact information with equal size and information.

B. Devices:

1. Provide labels for front and rear of all equipment racks, all rack mounted devices, terminal cabinets, and doors to panels.
2. Device labels are permanently mounted, 2-ply engraved plastic (eg Lamacoid, Traffolyte, etc.) or anodized, brushed aluminum labels with engraved lettering.
3. Labels located in equipment rooms shall be black with white lettering.

C. Power Distribution Units:

1. Label each electrical outlet and PDU with an electrical circuit number. Where PDU contains more than 1 single-phase circuit, label each outlet individually.

D. Cabling:

1. Labels shall be wrap-around type. Flag labels are not allowed.
2. Labels shall be flexible self-laminating, nylon covered with clear heat shrink tubing, or printed heat shrink tubes. Unprotected cloth, paper, or vinyl labels are not acceptable on cables.
3. Labels machine printed, with Arial font, all capital letters, and with minimum character height of 3/32-inch (2.5mm).
4. Label size and orientation consistent for all cable labels.
5. Clearly indicate which cables are spares on the label.

2.13 MISCELLANEOUS EQUIPMENT

- A. Provide screws, anchors, clamps, tie wraps, wire molding, miscellaneous grounding (earthing) and support hardware necessary to facilitate installation of the system.
- B. Provide specialized tools not readily available on commercial tool market for assembly, adjustment, or maintenance of systems' components.
- C. Furnish special installation equipment or tools necessary to properly complete system. This may include, but is not limited to, tools for terminating cables, test equipment for audiovisual devices, jack stands for cable reels, cable winches, etc.
- D. Furnish scaffolding, rigging, hoisting and services necessary for erection and delivery of equipment and apparatus furnished into the premises. Remove these items from premises when no longer required.
- E. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall be able to withstand handling conditions that might be encountered, such as rapid lowering and braking of load, without bending or distortion of shape.
- F. All attachment bolts, fasteners, and similar fixing hardware used shall be rated for minimum SAE Grade 5 and meet the minimum safety factor required. Secure all bolts with Nylock nuts.
- G. Recycle or dispose of existing equipment not reused at no additional charge. Confirm all equipment to be recycled or disposed of with the Owner prior to removing from site, to confirm if equipment should be turned over to the Owner instead.

2.14 ACCESSORIES

- A. Provide 2 Copies of Associated Manuals.
- B. Configuration Documentation:
 1. Provide 2 Copies of Each System Configuration on thumb drives. (Lighting Console, Nodes, Intelligent Breaker Panel).

2. Provide 1 Printed copy of the system configuration.

2.15 SUPPLEMENTARY

- A. Provide equipment and hardware in addition to the items specified previously that are necessary to provide a fully working system in conformance with the intent of the Contract Documents.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas where performance power and controls are to be installed and to verify that conditions are satisfactory for installation and comply with manufacturer's requirements and those specified in this section.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install performance power and controls where shown, in accordance with manufacturer's written instructions and with recognized industry practice to ensure that performance dimming equipment complies with applicable requirements of NEC and UL standards and with the applicable portions of NECA's "Standard of Installation".
- B. All load circuit conductors shall be continuous from the electric room to the back box without splices or connectors.
- C. All data wiring shall be continuous from termination point to termination point. No splices or connectors allowed.

3.03 FIELD QUALITY CONTROL

- A. Provide or facilitate the following tests or inspections. Correct deficiencies and retest deficient items.
- B. Visual and Mechanical Inspections: Include the following:
 1. Inspect each outlet, relay and other loose items of equipment for defects, finish failure, corrosion, physical damage, labeling, and nameplate.
 2. Exercise and perform operational tests on mechanical parts and operable devices according to manufacturer's instructions or routine functional operation.
 3. Check tightness of electrical connections with torque wrench calibrated within the previous six (6) months. Use manufacturer's recommended torque values.
 4. Verify proper protective device setting and fuse types and ratings.
- C. Electrical Tests: Perform according to manufacturer's instructions. Exercise caution testing devices containing solid state components.

1. Operational and continuity tests of power circuits. Perform an outlet-by-outlet operational test of the power circuits to determine proper wiring and exact correspondence between the relay numbers and the outlet labels.
2. Operational tests of Ethernet runs: Test each Ethernet wiring run for proper operation in conformance with the IEEE standard. Document the length of each run.

3.04 SYSTEMS INTEGRATOR (SI)

- A. Provide an approved vendor and factory authorized/certified technicians of dimming and control products within this specification.
- B. Systems Integrator:
 1. Provides field modifications to dimmer racks, breaker panels and DMX equipment.
 2. Provides programming, at the direction of the Owner, to adjust all furnished aspects of the lighting and control system to meet the design intent of the project.
- C. Manufacturer's Field Service:
 1. Provide the services of a qualified service representative, employed regularly and full time by the manufacturer of the control system(s), to check the installation of the control system(s) and ensure its proper operation. Do not energize any part of the control system until their check is complete and the service representative is present to observe the turn-on procedure.
 2. Provide manufacturer's technician to configure work lighting control system as directed prior to system commissioning. One (1) set of changes to the initial operating configuration may be required subsequent to commissioning. One (1) set of changes will be required following acceptance.
- D. System Commissioning:
 1. Upon completing installation, other tests, and manufacturer's check-out, schedule an inspection and operating test with the Owner. Facilitate such tests as may be required to ensure that all equipment is in compliance with the intent of the specification.
 2. Comply with the following conditions required for commissioning:
 - a. Provide documentation to Owner certifying all Ethernet outlets adhere to IEEE standards.
 - b. All handover and loose equipment provided under this section to be on site and available for testing.
 - c. All architectural lighting fixtures wired to the dimming system to be installed.
 - d. Provide full and uninterrupted access to stage, auditorium, and technical areas required for commissioning tests. Blackouts of lighting will be required.
 - e. Contractor's project representative to be present during tests as required.

- f. Provide Manufacturer technicians for final programming of all systems.
 - g. Manufacturer's factory field technician to be present during tests and inspections.
 - h. Provide personnel to operate equipment and perform adjustments as necessary.
 - i. Provide access equipment as required.
3. Contractor is required to facilitate the Owner's commissioning of the Power and Control system. This commissioning will include but is not limited to the following items.
- a. Verify that loose and installed equipment quantities are as contracted.
 - b. Inspect all system components individually for conformance to specification.
 - c. Test each branch circuit for operation, correct circuit identification, and proper arrangement of hot, neutral, and ground conductors.
 - d. Spot test selected branch circuits at maximum load.
 - e. Verify operation of all portable control and portable display devices from all associated receptacle locations.
 - f. Using a DMX source, verify operation of DMX distribution network.
 - g. Confirm the proper operation of the lighting Ethernet system.
 - h. Review operation, maintenance, and instruction manuals. Review warranty certificate.
 - i. Confirm that user training has/will occur per specification.

3.05 ADJUSTING & CLEANING

- A. Remove paint spatters and other spots, dirt, and debris. Repair scratches and mars of finish to match original finish. Clean devices and equipment internally and externally using methods and materials as recommended by manufacturers.

3.06 DEMONSTRATION AND INSTRUCTION

- A. The manufacturer of the power and control system provides a minimum of eight (8) hours of training in the operation of the production lighting system, architectural lighting control system and other related systems specified herein. These sessions consist of two (2) four-hour sessions at times separate from the check-out of the systems. Training time to be arranged with the staff of the facility and take place over the first two (2) months after system acceptance. These training sessions cannot be completed consecutively and should be separated by no less than one (1) month or as directed by users.

END OF SECTION 26 09 61

SECTION 262813 - FUSES

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:
 - 1. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Enclosed switches.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
 - 1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.
 - a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
 - b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.
 - 2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
 - 3. Current-limitation curves for fuses with current-limiting characteristics.
 - 4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in electronic format suitable for use in coordination software and in PDF format.
 - 5. Coordination charts and tables and related data.
 - 6. Fuse sizes for elevator feeders and elevator disconnect switches.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017700 "Closeout Procedures," Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Ambient temperature adjustment information.

2. Current-limitation curves for fuses with current-limiting characteristics.
3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse used on the Project. Submit in electronic format suitable for use in coordination software and in PDF format.
4. Coordination charts and tables and related data.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.6 FIELD CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than **40 deg F** or more than **100 deg F**, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Bussmann; Eaton, Electrical Sector.
 2. Littelfuse, Inc.
 3. Mersen USA.
- B. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
 1. Type RK-1: 250 -V, zero- to 600-A rating, 200 kAIC, time delay.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.

- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Cartridge Fuses:
 - 1. Feeders: Class RK5, time delay .
 - 2. Provide open-fuse indicator fuses or fuse covers with open fuse indication.

3.3 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.4 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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. Fusible switches.
 - 2. Enclosures.

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Include evidence of a nationally recognized testing laboratory (NRTL) listing for series rating of installed devices.
 - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
 - 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in electronic format suitable for use in coordination software and in PDF format.
- B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include wiring diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.
 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 - b. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in electronic format suitable for use in coordination software and in PDF format.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 2. Fuse Pullers: Two for each size and type.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 1. Ambient Temperature: Not less than **minus 22 deg F** and not exceeding **104 deg F**.

2. Altitude: Not exceeding 6600 feet.

1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- D. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

- A. Basis of Design: Subject to compliance with the requirements, basis of design is Eaton, Cat. No ER1-100JPB3 (100A disconnects) and Cat. No. ER1-200JPB3 (200A disconnects) or comparable product by one of the following manufacturers:
 1. ABB, Electrification Business.
 2. Siemens Industry, Inc., Energy Management Division.
 3. Square D; Schneider Electric USA.
- B. Compact-Style, Enclosed Rotary, General Duty:
 1. Single throw.
 2. Three pole.
 3. 240 -V ac.
 4. 200 A and smaller.
 5. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate specified fuses.
 6. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
- B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1) .
- C. Operating Mechanism: The circuit-breaker operating handle shall be directly operable through the front cover of the enclosure (NEMA 250 Type 1) . The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 1. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

3.2 PREPARATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 2. Indicate method of providing temporary electric service.
 3. Do not proceed with interruption of electric service without Owner's written permission.
 4. Comply with NFPA 70E.

3.3 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
 - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1 .

3.4 INSTALLATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- C. Install fuses in fusible devices.
- D. Comply with NFPA 70 and NECA 1.

3.5 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections for Switches:
 - 1. Visual and Mechanical Inspection:
 - a. Inspect physical and mechanical condition.
 - b. Inspect anchorage, alignment, grounding, and clearances.
 - c. Verify that the unit is clean.
 - d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
 - e. Verify that fuse sizes and types match the Specifications and Drawings.
 - f. Verify that each fuse has adequate mechanical support and contact integrity.
 - g. Inspect bolted electrical connections for high resistance using one of the two following methods:
 - 1) Use a low-resistance ohmmeter.
 - a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

- 2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.
 - a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.
 - h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
 - i. Verify correct phase barrier installation.
 - j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
 2. Electrical Tests:
 - a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
 - b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.
 - c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.
 - d. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
 - e. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."
- C. Enclosed switches will be considered defective if they do not pass tests and inspections.

3.7 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262816

SECTION 265119 - LED INTERIOR LIGHTING

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:
 - 1. Interior solid-state luminaires that use LED technology and drivers.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaires.
 - 4. Include emergency lighting units, including batteries and chargers.
 - 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
- B. Product Schedule: For luminaires. Use same designations indicated on Drawings.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Drivers: One for every 50 of each type and rating installed. Furnish at least one of each type.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories or a qualified independent testing agency that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.
- C. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products as indicated on Drawings or comparable products by another manufacturer.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Where indicated, fixtures shall be eligible for incentives under the Efficiency Maine Business Program, Prescriptive Incentives. In general, all LED fixtures shall be listed on either the Design Light Consortium or the Energy Star approved product list.
- B. LED light fixtures shall be in accordance with IES, NFPA, UL, as shown on the drawings, and as specified.
- C. LED light fixtures shall be Reduction of Hazardous Substances (RoHS)-compliant.
- D. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- E. Metal Parts: Free of burrs and sharp corners and edges.
- F. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- H. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- I. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following characteristics:
 - a. CCT and CRI for all luminaires.

2.3 DRIVERS FOR LED FIXTURES

- A. General Requirements for LED drivers:
 - 1. Minimum efficiency: 85% at full load.

2. Minimum Operating Ambient Temperature: -20°C (-4°F).
3. Input Voltage: 120-277V (±10%) at 60Hz, unless otherwise specified in LIGHTING FIXTURE SCHEDULE.
4. Integral short circuit, open circuit, and overload protection.
5. Power Factor: 0.95 or higher.
6. Total Harmonic Distortion Rating: Less than 20 percent.
7. Comply with FCC 47 CFR Part 15.

2.4 LED MODULES AND FIXTURES

A. General Requirements for LED modules unless otherwise indicated:

1. Comply with IES LM-79 and LM-80 requirements.
2. Minimum CRI 80 with color temperature 3500°K unless otherwise specified in LIGHTING FIXTURE SCHEDULE.
3. Minimum Rated Life: 50,000 hours per IES L70.

2.5 METAL FINISHES

- ### A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.6 LUMINAIRE SUPPORT

- ### A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- ### B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- ### C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.
- ### D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- ### E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- #### A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- D. Flush-Mounted Luminaire Support:
 - 1. Secured to outlet box.
 - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
 - 3. Trim ring flush with finished surface.
- E. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.
 - 1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than **6 inches** from lighting fixture corners.
 - 2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two **3/4-inch**etal channels spanning and secured to ceiling tees.
- F. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than **48 inches brace** to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

G. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

B. Luminaire will be considered defective if it does not pass operation tests and inspections. If lighting is found to be defective, replace fixture and retest.

3.6 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

1. During adjustment visits, inspect all luminaires. Replace luminaires that are defective.
2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 265119