

SECTION 1  
SHORT FORM  
INSTRUCTIONS TO BIDDERS

PUBLIC SCHOOL PROJECTS

1. At the time of the opening of proposals, 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 in no way relieve any bidder from any obligation in respect to his proposal. The owner reserves the right to accept or reject any or all proposals as may best serve the interest of the owner.
2. Subject to the owner's right, reserved herein, to accept or reject any or all proposals, the general contractor will be selected on the basis of the sum of the lowest acceptable proposal plus such of the alternates as the owner desires to use.
3. The owner 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. Maine State Sales and Use Taxes should not be included in your quotation as the owner is exempt from the payment of such taxes.
5. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
6. No contract may be assigned or transferred without the written consent of the owner.
7. (a) All foreign corporations intending to do business in the State of Maine must comply with the provisions of 13-A M.R.S.A., Chapter 12. Any foreign corporation receiving notice of award of contract shall contact the Secretary of State for the purpose of complying with this statute.  
  
(b) All individuals not residents of this state must comply with the provisions of Title 14 M.R.S.A., Section 704.  
  
(c) It may be necessary for the contractor to submit to the owner documentary evidence that the above provisions have been complied with.
8. The selected general contractor will be required to furnish a 100% contract performance bond and a 100% contract payment bond to cover the execution of his contract. Form of bonds are shown in section 2-C2 and 2-C3.
9. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility at the discretion of the owner.

10. The owner shall retain five percent (5%) of each payment due the contractor as part security for the fulfillment of the contract by the contractor. The owner may, if he deems it expedient to do so, 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 he deems prudent or desirable. In case such payments are made, the owner may at any time withhold further payments until the full amount of the five percent (5%) is re-established, all in accordance with the provisions of Title 5, M.R.S.A., Section 1746.

11. (a) The date of completion is stated in the proposal form section 2-B and in the contract form section 2-E. If the contractor finds it impossible to complete the work on or before the said date of completion, he may make a written request to the owner for an extension of time setting forth therein the reasons for the request. If the owner finds that the work was delayed because of conditions beyond the control and without the fault of the contractor he may extend the date of completion in such amount as, in his judgment, the conditions warrant. The said new date of completion shall then be in full force and effect the same as though it were the original date of completion.

(b) Time is an essential element of the contract and it is important that the work be pressed vigorously to completion. The cost to the owner of administration of the contract, inspection and supervision will be increased as the time occupied in the work is lengthened.

12. The proposal shall be based on the materials, methods, equipment and products as specified.

Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any general contractor, may be introduced by a separate letter attached to his proposal. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution.

It shall be understood by the general contractor or subcontractor that the attached letter describing the proposed change will not be used in determining the low general or subcontract proposal submitted unless the general or subcontractor shall have submitted their list to the architect/engineer 10 days prior to the date set for the receipt of their respective proposals and shall have received written approval by the architect/engineer.

13. If, in the performance of this contract, a dispute arises between the owner and the contractor which cannot be settled, then this dispute shall be submitted to arbitration and both the owner and the contractor shall be bound by the decision of the arbitrator.

The membership of the American Arbitration Association shall be used as arbitrators and the procedures used for arbitration shall be in conformity with construction industry arbitration rules as administered by the American Arbitration Association.

14. Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained in Title 29, Subtitle A, Part 5 of the Code of Federal Regulations, and the federal wage determination attached to and made a part of these Instructions to Bidders.

15. (a) Listing of Job Vacancies; Executive Order No. 5, dated December 6, 1971, requires "that the contractor, to the maximum feasible, list all of its suitable employment openings with the Maine Employment Security Commission."

"This provision shall not apply to employment openings which the contractor proposes to fill from within its own organization."

Two copies of a "Quarterly Report of New Hires" shall be prepared by the 7th of January, April, July and October for the calendar quarter to which data pertains and sent to the local office of the Maine Employment Security Commission.

A copy of the report form is attached to these Instructions to Bidders. These may be obtained from the nearest office of the M.E.S.C. serving the area.

(b) Code of Fair Practices: Executive Order No. 11, dated July 1, 1972, requires that every state contract for public works contain the following provisions: "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, religious creed, sex, national origin, ancestry or age. 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, religious creed, sex, national origin, ancestry or age.

3. The contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractors commitment under this section 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.

16. OSHA - Safety Regulations. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register, U.S. Department of Labor published Saturday May 29, 1971, as amended.

17. Any proposal that contains an escalation clause will be invalid.

**END OF SECTION**

SECTION 2-A

NOTICE TO CONTRACTORS

PUBLIC SCHOOL PROJECT

Sealed proposals, in envelopes plainly marked proposal for:

**Charles M. Sumner Learning Campus, Educational AV Systems, Sullivan, Maine.**  
**Dated: 02/14/2022**

Brief Job Description:

**Furnishing of, coordination, and installation of Educational AV systems for the new Sumner Learning Campus**

Addressed to: **RSU 24**  
**2165 US Highway 1**  
**Sullivan, ME 04664**

**Bids shall be emailed in PDF format, in the same message, delivered to [John@TabbTech.com](mailto:John@TabbTech.com), [GDennison@RSU24.org](mailto:GDennison@RSU24.org) and [JGreen@RSU24.org](mailto:JGreen@RSU24.org) and received no later than 2:00 PM (Eastern Time), on 3/1/2022. Bids received after 2:00 PM (Eastern Time) will not be considered.**

**All interested bidders shall register for addenda and Q/A responses to [John@TabbTech.com](mailto:John@TabbTech.com). Any questions must be submitted via email no later than 12:00 PM on 2/23/2022. Answers will be forwarded to all bidders.**

**A site inspection is not planned as part of this bidding process. Electrical plans are available as part of the bid documentation.**

The owner reserves the right to waive all formalities, and reject any and all proposals, or to accept any proposal. Proposals shall be submitted upon the letterhead of the bidder in pdf format. No decision regarding who is the successful bidder will be made at the time of bid receipts.

Electronic PDF format files of Bidding Documents may be downloaded at:

Maine Business Opportunities website:

<http://www.maine.gov/dafs/bgs/business-opportunities>

**END OF SECTION**

SECTION 2-B

PROPOSAL FORM  
SHORT FORM  
PUBLIC SCHOOL PROJECT

BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: **RSU 24**  
**2165 US 1**  
**Sullivan, ME 04664**

**John@TabbTech.com**  
**Gdennison@RSU24.org**  
**Jgreen@RSU24.org**

A. Having carefully examined the form of contract, general conditions and plans and specifications dated 02/14/2022

Prepared by:

For: **Charles M. Sumner Learning Campus, Sullivan, Maine 04664.**

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 proposal for the amount of:

Base Bid \_\_\_\_\_ Dollars \$ \_\_\_\_\_

B. This proposal includes the following addenda to the plans and specifications:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

C. The undersigned agrees, if awarded the contract, to start the work on **1 June 2022** and complete the work as outlined in section I.I.3.

Any material or materials not specified in the bidding document but deemed worthy of consideration may be introduced by the bidder in a separate letter attached to this proposal. 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 proposal is accepted, to sign a contract and deliver it, along with the bonds and affidavits of all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a holiday, a Saturday or Sunday, then the conditions will be fulfilled if the required documents are received before 12:00 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 certified or cashiers check or bid bond as required.

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
P.O. Address

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

**END OF SECTION**

SECTION 2-C2  
SHORT FORM  
FORM OF GENERAL CONTRACT PERFORMANCE BOND  
(Public School Projects)

KNOW ALL MEN 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 (4) \_\_\_\_\_  
IN THE SUM OF \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
TO BE PAID SAID (4) \_\_\_\_\_  
OR HIS SUCCESSORS 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  
(5) \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_ FOR THE CONSTRUCTION OF

**(6) Charles M Sumner Learning Campus, Educational AV Systems, Sullivan, Maine 04664. Dated:  
02/14/2022, Issuance: Bidding Documents**

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 (7) OWNER.

SIGNED AND SEALED THIS (5) \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

WITNESSES: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

WITNESSES: \_\_\_\_\_ SURETY: \_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

APPROVED AS TO FORM \_\_\_\_\_ 20\_\_\_\_.

BY \_\_\_\_\_  
(Owner's Attorney)

Legend

- (1) Correct name of contractor.
- (2) A corporation, a partnership, or an individual, as the case may be.
- (3) Correct name of surety.
- (4) Treasurer of the municipality or school administrative district as the case may be.
- (5) Same date as that of contract.
- (6) Name of project as designated in the contract documents.
- (7) Owner shall be the municipality or school administrative district as the case may be.

If contractor is partnership, all partners should execute bond. A power of attorney document together with a statement that it still is in full force and effect shall be provided by the person executing this bond.

**END OF SECTION**



SECTION 2-C3

SHORT FORM  
FORM OF GENERAL CONTRACT PAYMENT BOND  
(Public School Projects)

KNOW ALL MEN 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 (4) \_\_\_\_\_ IN THE SUM OF  
\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) FOR THE USE  
AND BENEFITS OF CLAIMANTS\* AS HEREIN BELOW DEFINED, THE PAYMENT  
WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS AN  
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 MATERIAL, USED OR REQUIRED BY HIM IN CONNECTION WITH THE WORK  
CONTEMPLATED IN THE CONTRACT ENTERED INTO ON THE (5) \_\_\_\_\_ DAY  
OF \_\_\_\_\_ A.D. 20\_\_\_\_ FOR THE CONSTRUCTION OF (6) **Charles M. Sumner Learning  
Campus, Educational AV Systems, Sullivan, Maine 04664. Dated: 02/14/2022, Issuance: Bidding  
Documents**, 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 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 (5) \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

WITNESSES: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

WITNESSES: \_\_\_\_\_ SURETY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

\_\_\_\_\_ BY \_\_\_\_\_ (L.S.)

APPROVED AS TO FORM \_\_\_\_\_, 20 \_\_\_\_\_.

BY \_\_\_\_\_  
(Owner's Attorney)

Legend

- (1) Correct name of contractor.
- (2) A corporation, a partnership, or an individual, as the case may be.
- (3) Correct name of surety.
- (4) Treasurer of the municipality or school administrative district, as the case may be.
- (5) Same date as that of contract.
- (6) Name of project as designated in the contract documents.

If the contractor is partnership, all partners should execute bond. A power of attorney document, together with a statement that it still is in full force and effect shall be provided by the person executing this bond.

**END OF SECTION**

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SECTION 3-A

STATE OF MAINE

STANDARD GENERAL CONDITIONS  
AND  
CONTRACT WORK

For

PUBLIC SCHOOL PROJECTS

Public School Projects  
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October 17, 1988

Rev. 12/21/92; 4/20/99, 11/08/01, 2/2/16

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**ARTICLE 1. DEFINITIONS**

Whenever the following terms are used in these specifications or the contract, the intent and meaning shall be interpreted as follows:

**Designer:** The project Architect and/or Engineer whose name appears on the plans and/or specifications for the project, acting directly or through an authorized representative.

**Bid Security:** The security designated in the proposal, furnished by bidders as a guaranty of good faith to enter into a contract with the state, should a contract be awarded to that bidder.

**Bidder:** Any individual, partnership, or corporation submitting a proposal for the performance of the work described under the terms of the contract, acting directly or through a duly authorized representative.

**Bureau:** The Bureau of General Services.

**Calendar Days:** Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays.

**Change Order:** A written agreement between the Owner and the Contractor, operating as a supplement to the contract, covering correction of: omissions, errors, and discrepancies between the plans and the proposal or estimates; or any alterations in the plans; or additional requirements; work, materials, and incidentals required to complete the construction of the project in an acceptable manner, and setting forth the basis of compensation for that supplemental work, if any. Before any change order modifies or becomes a part of the work, it must be duly signed by the Contractor, and the Owner, and approved by the Bureau of General Services and the Designer.

**Clerk of the Works:** The authorized representative of the Designer.

**Contract:** A written agreement between the Owner and the successful bidder, by which the Contractor is bound to perform the work specified, in accordance with plans, specifications, general conditions, and special provisions, that are a part of the contract documents, together with all supplemental agreements by which the Owner is bound to compensate the Contractor at mutually established and accepted rates or prices.

**Contract Bond:** The approved forms of security furnished by the Contractor and his surety, or sureties, which guarantee the faithful performance of all the terms of the contract and the payment of all bills, for labor, materials and equipment by the Contractor.

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Contract Documents: The contract documents consist of the contract, general conditions, special provisions, the plans and specifications including all addenda, change orders, and all other modifications thereof, that were incorporated in the documents subsequent to their execution.

Contractor: The individual, partnership, or corporation undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative.

Director of the Bureau of General Services: The State Director of the Bureau of General Services or his/her duly authorized representative.

Final Completion: The stage of the Work when the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

Owner: School Administrative Unit, acting through its duly authorized representative.

Plans: All official drawings or reproductions of drawings pertaining to the work provided for in the contract and such working plans as may be furnished or approved by the Owner or Designer from time to time.

Project: The entire improvement proposed by the Owner to be constructed in part or in whole pursuant to these specifications and contract documents. Where the word "Job" appears it shall mean the project.

Proposal or Bid: The written offer of the bidder, on a form prescribed to perform the work specified.

Provide: The word "provide" shall mean, "furnish and install," including connections to services if required, unless specified otherwise.

Sub-Contractor: The individual, the firm or corporation undertaking the execution of any part of the work under the terms of the contract by virtue of a written agreement between itself and the Contractor.

Substantial Completion: 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 the Owner can occupy or utilize the Work for its intended use. Minor corrections and repairs that can be performed while the Owner has occupied the building and without undue annoyance to personnel will be acceptable under the definition of Substantial Completion. It shall also include major final cleaning required under the Contract, removal of all surplus equipment and material not required for completion of remaining work, and the placement of remaining materials and equipment in convenient locations as approved by the Owner.

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Superintendent: The representative of the Contractor, authorized by the Contractor to receive and fulfill instructions from the Designer.

Supplemental Agreement: A supplemental agreement is any agreement entered into between the Contractor and the Owner with the approval of the Bureau and the Designer subsequent to the execution of the contract.

Surety: The individual, partnership, or corporation who is bound jointly and severally with the Contractor and sub-Contractor to insure his faithful performance of the contract and for his payment of the bills for labor, materials and equipment by the Contractor and Sub-Contractors.

Work: See Project.

**ARTICLE 2. INTENT, CORRELATION AND EXECUTION OF DOCUMENTS**

The intent of the Contract Documents is to prescribe a complete work or improvement. The Plans, including all revisions, General Conditions for Contract Work, Special Provisions, Instructions to Bidders, Proposal, Contract, Contract Bonds, and all other sections of the specifications, including all addenda, all dated and on file in the Bureau of General Services, prior to the time set for receiving proposals as prepared by the Designer, shall each become a part of the Contract Documents, and all proposals must be based on a full compliance therewith. Any Supplemental Agreements entered into subsequent to the Contract will become a part of said Contract.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is that, unless otherwise specified, the Contractor shall furnish all labor, materials, equipment, items, articles, tools, transportation, insurance, services, necessary supplies, operations or methods and incidentals that may be reasonably required to construct and complete the project, facility or improvement in a manner necessary for the proper execution of the work. Any deviations from the plans which may be required by the exigencies of the construction, or because of error, will in all cases, be determined by the Designer, and authorized in writing subject to approval by the Owner and Bureau of General Services. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Since the plans and specifications cover the dimensions and features of the work and do not set forth the analysis of the design, it is the duty of the Contractor fulfilling them to ascertain the true intent in any case where it is doubtful.

Work not covered under any heading, section, branch, class or trade of the specifications, shall not be supplied unless it is shown on the drawings or is reasonably inferable there from as being necessary to produce the intended results.



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The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Designer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. Where errors or omissions appear in the contract documents, the Contractor shall promptly notify the Designer in writing of such errors or omissions. Inconsistencies in the contract documents are to be reported before proposals are received, whenever found.

Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract Documents.

The Contractor shall, upon his acceptance of a contract and before commencing work, contact the Designer and request a preconstruction conference. The purpose of this conference shall be as follows:

1. To introduce the members of the Designer's firm and the representative of the Owner and define their responsibilities in connection with this project.
2. To emphasize any special provisions applicable to the project.
3. To establish the work progress schedule and set up procedures for prompt review of all required shop drawings. If the Contract Sum exceeds \$ 10,000,000. the Contractor shall supply the Owner with the planned Critical Path Method ("CPM") schedule prior to the submission of the first payment requisition. The Contractor shall supply the Owner monthly with CPM "as built" schedule updates. The update shall include the dates of activities' start and completion; percent of work remaining for activities started but not completed; narrative report indicating a listing of monthly progress; any changes to critical path activities from the prior update; sources of delay and potential problems; and work planned for the next month. If any date is more than fifteen (15) days behind, the Contractor must submit a recovery schedule. When a Change Order is proposed, the Contractor must identify all schedule impacts which result from the Change Order.
4. To provide the Contractor with opportunity to discuss points of doubt and any apparent inconsistencies noted in the plans and specifications before proceeding to purchase material or execute the work.

During the further progress of work, regular meetings will be held at time intervals appropriate in the judgment of the Designer to review the work progress schedule, general project progress and any other questions, which might affect the execution of this contract.

**ARTICLE 3: DETAIL DRAWINGS AND INSTRUCTIONS**

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The Designer shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, that are necessary for the proper execution of the work. All such drawings and instruction shall be consistent with the contract documents, shall be true developments thereof, and shall be reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions except as allowed by Article 13.

Immediately after being awarded the contract, the Contractor shall prepare an estimated progress schedule and submit same for Designer's approval. It shall indicate the dates for starting and completion of the various stages of construction.

**ARTICLE 4: COPIES FURNISHED**

Unless otherwise provided in the contract documents the Contractor will be furnished, free of charge, PDF files of all drawings, and specifications.

**ARTICLE 5: SHOP DRAWINGS**

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Contractor's own work or in that of any other Contractor, adequate copies, checked and approved by the Contractors of all shop drawings and schedules required for the work of the various trades. The Designer shall check and approve, with reasonable promptness, such scheduled drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make any corrections required by the Designer, and shall file with the Designer two corrected copies, and shall furnish such other copies as may be needed. The Designer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has, in writing, called the Designer's attention to such deviations at the time of submission and secured the Designer's written approval; nor shall it relieve the Contractor from responsibility for errors in shop drawings or schedules.

**ARTICLE 6: DRAWINGS AND SPECIFICATIONS**

The Contractor shall keep, in good order, one copy of all drawings and specifications on the work, which will be made available to the Designer and to his representative.

**ARTICLE 7: OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by the Designer are the property of the Designer. They are not to be used on other work without written

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permission from the Designer, and, with the exception of the signed contract set, are to be returned to the Designer upon request, or at the completion of the work.

**ARTICLE 8: SAMPLES**

The Contractor shall furnish for review, with reasonable promptness, all samples as directed by the Designer. The Designer shall check and review such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the project and for compliance with the information given in the contract documents. The work shall be in accordance with reviewed samples.

**ARTICLE 9: MATERIALS, APPLIANCE, EMPLOYEES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and facilities necessary for the execution and completion of the work.

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "Or Approved Equal", if not inserted, shall be implied. The specific article or material mentioned shall be understood to establish minimum standards as to the type, function, standard of design, durability, efficiency and quality desired and shall not be construed to exclude other manufacturers' products of comparable quality, design and efficiency.

Materials and models of items, which the Contractor alleges to be equal to the materials and methods of items named in the specifications, shall be subject to the written approval by the Designer. If the alleged equals are to receive consideration in the bid award, written approval shall be received from the Designer at least ten days prior to the established bid opening dates. The use of alternate items will not be permitted without the approval of the Owner and Designer. All approved substitutions shall be in writing and approved by the Designer. The Contractor shall not be relieved of the responsibility to furnish articles or materials equal in quality, design and efficiency to those specified because of the approval of such alternate items by the Designer. The Designer's approval or rejection of a proposed substitution may be based on any of the previous considerations, and his decision may or may not express reasons for rejection and shall be final. Requests for substitutions shall originate and be submitted by the Contractor, not a Sub-Contractor. The materials or equipment shall be sufficiently described to enable the Designer to easily identify salient features.

Any material or products not specified in the bidding documents but being worthy of consideration may be introduced by the Contractor, or Sub-Contractor. The Contractor's submission shall include a cost comparison with the specified material and the reason for the suggested substitution. The basic proposal shall be as specified.

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It shall be understood by the general Contractor or Sub-Contractor that the attached letter describing the proposed changes will not be used in determining the low general Contractor or Sub-Contractor proposal submitted, unless the general Contractor or Sub-Contractor has submitted its list to the Designer 10 days prior to the date set for the receipt of their respective proposals and has received written approval by the Designer five days prior to the opening of the bid.

The Contractor shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the written acceptance of the project.

Materials and equipment shall be new, free from defects, perfect and complete, unless otherwise stipulated. Materials or equipment specified or shown on the drawings shall be applied or installed according to the directions with the manufacturer, or the recommendations of an association dealing primarily with the material, unless specifically designated otherwise. The scope of the direction furnished shall include the application of experienced personnel to each trade involved. In no case shall the installation be below the standard recommended by the manufacturer or association.

The Contractor shall be responsible to the Owner for the suitability of materials and equipment furnished and for full compliance with the specification.

The Contractor shall promptly pay all his employees when their pay is due, shall promptly pay when due all bills for materials, supplies and services going into the work, and all bills for insurance, workmen's compensation coverage, federal and state unemployment compensation, and Social Security charges applicable to said project. Before final settlement is made, the Contractor shall furnish to the Owner affidavits that all said payments have been made.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

**ARTICLE 10: ROYALTIES AND PATENTS**

The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles or methods used in the work and shall defend at his own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor, or to any awards made thereunder.

**ARTICLE 11: SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS**

The Owner shall furnish all surveys unless otherwise specified.

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Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor. Fees associated with the Town of Sullivan permits shall be paid directly by the Owner: the Town of Sullivan Building Permit, the Town of Sullivan Sprinkler Permit, the Town of Sullivan Other Fire Protection Permit, Sullivan Public Water Hookup, Sullivan Public Sewer Hookup, Sullivan Sign Permit (for permanent signs only), Town of Sullivan Town Engineering Inspection Fee, Town of Sullivan Occupancy Permit, and the Town of Sullivan Plumbing Permit. The Contractor is responsible for fees associated with temporary structures and temporary signage. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Designer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Designer, the Contractor shall bear all costs arising there from.

Adherence to the Code of Federal Regulations 29 CFR Part 1926 and 29 CFR Part 1910 as adopted by the State Board of Occupational Safety and Health is required by statute.

The State is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. All quotes from the Contractor and Sub-Contractors shall be free of these taxes. The State is exempt from the payment of Maine State Sales and Use Taxes. All quotes from the Contractor and Sub-Contractors shall be free of these taxes.

In execution and performance of the Contract, the Contractor and all subcontractors agree to be aware of and to comply with the requirements and regulations of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.)

**ARTICLE 12: LABOR AND WAGES**

All Contractors and Sub-Contractors shall conform to the labor laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the Work in Maine.

In the employment of laborers, preference shall first be given to residents of the State of Maine who are qualified to perform the work to which the employment relates, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, who may reside in other states.

**ARTICLE 13: CONDITIONS AND CARE OF SITE AND PROTECTION OF THE WORK**

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property from injury or loss for the duration of this contract, and shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes, and shall prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain all necessary safeguards for the protection of workmen and the public at all times, as required by the condition and progress of the work, and shall post danger signs warning against all hazards created by the construction process, such as (but not limited to) protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials. The Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of any person so designated to the Designer.

The Contractor shall return to conditions existing prior to the start of work on the project, all aspects of the site that have not been altered, removed, or otherwise changed permanently by the work. The Contractor shall protect all existing buildings, structures, or other features from damage by any operation in connection with the project. Utilities encountered shall be protected and maintained in service until removed or abandoned. The Contractor shall exercise care in his work around such utilities as may be shown on the plot plan or otherwise found. Such utilities are not to be moved, replaced or abandoned.

The Contractor shall protect existing trees, and other aspects of the site, which will remain a permanent part of the site from damage during grading, excavation, filling, trucking, etc. If necessary, tree trunks shall be boxed, and barricades set up at sufficient distance to prevent damage to major tree branches.

Should the work or material of this or any other Contractor employed by the Owner become damaged when reasonably protected, the same shall be replaced by the Contractor causing the damage at no expense to the Owner.

In an emergency potentially affecting health or life or of serious damage to property or of adjoining property, the Contractor, without special instruction or authorization from the Designer or Owner, is hereby permitted to act on his own discretion, to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so authorized or instructed. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement.

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**ARTICLE 14: INSPECTION OF WORK**

The Designer and his representatives, the Bureau of General Services representatives and the Owner, shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Designer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Designer timely notice of its readiness for observation by the Designer or inspection by another authority, and if the inspection is by another authority than the Designer, on the date fixed for such inspection, required certificates of inspection shall be secured by the Contractor. Observations by the Designer shall be promptly made, and where practicable, prior to work is covered or buried. If any work which will ultimately be covered, is covered prior to approval or consent of the Designer, it must, if requested by the Designer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Designer, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the contract documents, the Owner shall pay the cost of the reexamination and replacement. If such work were found not in accordance with the contract documents, the Contractor shall pay such cost, unless it is found that the defect in the work was caused by a Contractor employed as provided in Article 32, and in that event the Owner shall pay such cost.

The Bureau of General Services, through its representatives shall make periodic inspections of the work during the course of construction and make recommendations to the Designer, when employed. The Designer shall provide adequate inspection of materials, equipment, methods and changes in plans on all projects under his supervision.

**ARTICLE 15: SUPERINTENDENCE: SUPERVISION**

The Contractor shall have, during the progress of all work, a competent superintendent and any necessary assistants. The superintendent shall not be changed except with the consent of the Owner unless a superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all directions given to the superintendent in the absence of the Contractor shall be as binding as if given directly to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Designer shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications and other

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instructions and shall at once report to the Designer any error, inconsistency or omission which he may discover, but he shall not be liable to the Owner for any damage resulting from any errors or deficiencies in the contract documents or other instructions by the Designer.

**ARTICLE 16: CHANGES IN THE WORK**

The Owner reserves the right to increase or decrease any or all of the items of work indicated in the plans, proposal, and contract, or the elimination of any one or more of such items, without invalidating the contract. As the work progresses, the Owner may make such alterations in the plans, in the character of the work, or in the specified coordination of two or more concurrent contracts, as may be considered necessary or desirable in order to complete the construction. Such changes shall in no way invalidate the contract. All such work shall be executed under the conditions of the original contract except that any claim for extension of the time caused thereby shall be adjusted at the time of the ordering of such change.

In giving instructions, the Designer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building or project, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a duly signed change order.

Should the Contractor encounter during the progress of the work, latent conditions at the site materially differing from those shown on the drawings or in the specifications, or unknown conditions of an unusual nature differing materially from those already encountered in such work, the attention of the Designer shall be immediately called for such conditions before they are disturbed. The Designer shall promptly investigate the conditions and if they do so materially differ, the contract shall, with the approval of the Owner and the Bureau be modified by a change order to provide for any increase or decrease in cost resulting from such conditions.

Should such alterations be productive of increased unit cost, or result in decreased unit cost to the Contractor, a fair and equitable sum therefore shall be agreed upon in writing before such work is begun, and shall be added to or deducted from the contract amount, as the case may be, by means of a written change order. The change order shall state the nature of the change, the location, the itemized estimate of unit quantities, the basis for payment, and the reason for the change. Such change order to be on approved forms.

When the change order has been properly signed by all parties and encumbered, it shall become a part of the contract.

The value of any such extra work or change shall be determined in one or more of the following ways:



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- A. By estimate and acceptance in a lump sum.
- B. By unit prices named in the contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work.

Under case (C.), he shall keep and present in such form as the Designer may direct, a correct account of the cost, together with vouchers. In any case, the Designer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Designer's certificate.

If the price of a change order cannot be agreed upon, nothing contained herein shall prevent the Designer, with approval from the Owner and BGS, from directing the Contractor to make a change in the work, with the price to be determined on either a cost and percentage basis or under the dispute resolution provision of this contract.

If the price of a change order cannot be agreed upon, an Owner and/or Designer initiated Construction Change Directive can order a change in the work prior to an agreement on the adjusted Contract Sum or Contract Time. The Cost of the work is to be determined by: 1) a cost and percentage basis 2) lump sum 3) unit prices or 4) under the Dispute Resolution provision of this contract.

When the subparagraphs (A) and (C) above are used to determine the value of the work, the allowance for overhead and profit combined, included in the total expense to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 20% of the cost;  
For each Sub-Contractor, for work performed by his own forces, 20% of the cost;  
For the Contractor, for work performed by his Sub-Contractor, 10% of the amount due the Sub-Contractor.

Cost shall be limited to the following: Cost of materials, cost of delivery, cost of labor, including Social Security, old age and unemployment insurance (labor cost may include a pro ratio share of foremen's time, only in case an extension of contract time is granted on account of the change); workmen's compensation insurance; rental value of power tools and equipment.

Overhead shall include the following; bond premium, supervision, wages of timekeepers, watchmen and clerks, small tools, incidental, general office expense, and all other expenses not included in "cost".

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If the net value of a change results in a credit from the Contractor or Sub-Contractor the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials and equipment.

**ARTICLE 17: CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Designer written notice thereof within 10 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for in Section 16, "changes in work." No such claim shall be valid unless so made.

**ARTICLE 18: DEDUCTIONS FOR UNCORRECTED WORK**

If the Designer and Owner deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract amount shall be made therefore.

**ARTICLE 19: DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Designer, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties Or by causes beyond the Contractor's control, or by any cause which the Designer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Designer may decide. Inclement weather or other natural causes shall not be reason to allow additional time under this contract.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Designer. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract document. The amount of Contractor's delay damages shall be limited to the Costs, overhead and profit items enumerated in Article 16. Recovery of delay damages is conditioned upon compliance with the notice requirements of Article 17.

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**ARTICLE 20: CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all work condemned by the Designer as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days time, thereafter, the Owner may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment, or from the date of the Owner's substantial usage or occupancy of the project, whichever is earlier, and in accordance with the terms of any special guarantees provided in the contract. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article will be decided by the Designer, notwithstanding final payment.

**ARTICLE 21: OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy may make good such deficiencies and may deduct the cost thereof from the payment; then or thereafter due the Contractor, provided, however, that the Designer shall approve both such action and the amount charged to the Contractor.

**ARTICLE 22: OWNER'S RIGHT TO TERMINATE CONTRACT**

If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of it's creditors, or if a receiver should be appointed on of account the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or if the Contractor should fail to make prompt payment to Sub-Contractors or for material, or labor, or persistently disregard laws, ordinance or the instructions of the Designer, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Designer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor and take

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possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract amount shall exceed the expense of finishing the work including compensation for additional Designer, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default, shall be certified by the Designer.

**ARTICLE 23: THE CONTRACTOR'S RIGHT TO STOP WORK OR  
TERMINATE CONTRACT**

If the work should be stopped under an order of any court, or other public authority, for a period of thirty days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor, may, upon seven days written notice to the Owner and the Designer, terminate this contract and recover from the Owner, payment for all work executed and any proven loss sustained upon any plant or materials and reasonable profit and damage.

Should the Designer fail to issue any certificate for payment, through no fault of the Contractor, within seven days after the Contractor's formal request for payment or if the Owner should fail to pay to the Contractor within 30 days after presentation, any sum certified by the Designer, then the Contractor may, upon seven days' written notice to the Owner and the Designer, stop the work or terminate this Contractor as set out in the preceding paragraph.

**ARTICLE 24: PAYMENTS**

The Contractor shall, before the first application for payment, submit to the Designer in triplicate a "contract cost breakdown" form acceptable to the Designer, if required, this form shall be supported by such evidence as to its correctness as the Designer may direct and, shall be reviewed by the Designer and unless found to be in error, used as a basis for payments.

The Contractor shall submit to the Designer an application for each payment on the latest revision of the BGS "Requisition for payment" form, and, if required, receipts or other vouchers, showing his payments of materials and labor, including payments to sub-Contractors as required by Article 34.

Application for payment as the Work progresses may be made of the Owner but no more often than once a month, unless due to unusual circumstance the Owner may approve more frequent payment. Said requisition for payments shall be based on the proportionate quantities of the various classes of work completed or incorporated in the Work less retainage, in accordance with the Work progress schedule and the value thereof determined from the contract cost breakdown. Payments, upon authorization of the

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Designer, may be made on account of materials not incorporated in the Work but delivered and suitably stored at the site. Such payments shall be conditioned upon submission by the Contractor of bills of sale, or such other procedure as will adequately protect the Owner's interest including applicable insurance.

In the event any materials are delivered but not yet incorporated in the Work, have been included in any said "Requisition for Payment" and payment thereon made and said materials thereafter deteriorate, become damaged or destroyed or for any reason whatsoever become unsuitable or unavailable for use in the Work, then the full amount allowed therefore in any previous "Requisition for Payment", shall be deducted from the gross value of any subsequent payment or final payment unless the Contractor shall satisfactorily replace said material.

After said "Requisition for Payment" has been prepared by the Contractor in the required number of copies, it shall be submitted to the Designer for review. The Designer shall verify and approve the "Requisition for Payment", and forward all copies to the Owner for processing for payment by the Owner.

No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with this contract. Except for those claims previously made by either party and still unsettled, the making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, those not complying with the requirements of the plans and specifications, those covered by warranties, and of all claims by the Contractor.

Title 5 M.R.S.A. Section 1746 as amended provides that in any contract awarded for any public improvement, the State shall withhold 5% of the money due the Contractor until the project under the contract has been accepted by or for the State, except that when the contract has been *substantially completed* the State may, upon request, further reduce the amounts withheld if it deems it desirable and prudent, or except when the Contractor elects to deposit with the Treasurer of the State certain Government Bonds as provided in Chapter 437, Public Laws of 1967.

With each monthly requisition the Contractor shall release and indemnify the owner from and against all liens on the project through the requisition date and shall supply partial lien waivers from all subcontractors through the date of the prior requisition.

All payments to be made in accordance with Title 10 MRSA Chapter 201-A "An Act to Ensure Prompt and Equitable Payment for Construction Services".

**ARTICLE 25. PAYMENTS WITHHELD**

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The Designer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to Sub-Contractors for materials or labor.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Damage to the premises or Work.
- G. Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

#### **ARTICLE 26. CONTRACTOR'S INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this article and such insurance has been approved by the Owner, nor shall the Contractor allow any Sub-Contractor to commence work on a subcontract until all similar insurance required of the Sub-Contractor has been so obtained and approved.

The State and the Owner does not warrant or represent that the insurance required under this paragraph constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Sub-Contractors. The Contractor and Sub-Contractors of every tier shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work.

The Contractor and any Sub-Contractor shall procure and maintain for the duration of the Project insurance of the types and limits set forth under this paragraph and such insurance as will protect themselves from claims which may arise out of or result from the Contractor's or Sub-Contractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance coverage provided by the Contractor and any Sub-Contractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

- A. Workers' Compensation Insurance

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Worker's compensation insurance for all employees on site in accordance with the statutory workers' compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

Bodily Injury By Accident	\$500,000
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit.

B. Liability Insurance

1. General Liability Insurance

General liability insurance shall be on a form providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. It shall include collapse and underground coverage - as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a per location or project basis.

Minimum acceptable limits are:

General aggregate limit:	\$2,000,000
Products and completed operations aggregate:	\$1,000,000
Each occurrence limit:	\$1,000,000
Personal injury aggregate:	\$1,000,000

2. Automobile Liability Insurance

Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, Ownership or use of all owned, nonowned and hired automobiles, trucks and trailers.

Minimum acceptable limit is \$1,000,000 any one accident or loss.

3. Owners Protective Liability

For Contracts exceeding \$50,000 in total Contract amount, Contractor shall secure an Owners Protective Liability policy naming the Owner as the Named Insured.

Minimum acceptable limits are:

General aggregate limit:	\$2,000,000
Each occurrence limit:	\$1,000,000

4. Pollution Liability

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Contractor or its Sub-Contractor shall secure a pollution liability policy in addition to any

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other coverages contained in this section. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project.

Minimum acceptable limit is \$1,000,000 per occurrence.

C. Property Insurance

Unless otherwise waived in writing by the Owner, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Sub-Contractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

D. Certificates of Insurance

Four original copies of all certificates of insurance in a form and issued by companies acceptable to the Owner shall be provided to the Designer prior to commencement of work. The certificates shall name the Owner as certificate holder and shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least thirty (30) days prior written notice by registered letter has been given to the Owner.

**ARTICLE 27: CONTRACT BONDS**

The Contractor shall furnish to the Owner and State upon execution of the contract, a contract performance bond and a contract payment bond; each for the full amount of the contract and issued by a surety company or surety companies authorized to do business in the State of Maine as approved by the Owner and State. The bonds shall be in accordance with and executed on the forms furnished in the specifications. The bonds shall allow for any addition or deductions to the contract.

The contract bonds shall continue in effect for the applicable periods limiting actions as provided by, as applicable, 14 MRSA Section 871 or Section 752 to protect the Owner's interest and to assure settlement of claims for the payment of all bills for labor, materials, and equipment by the Contractor.

The Contractor shall submit to the Bureau of General Services through the Designer, copies of the Contract Performance Bond and Contract Payment Bond for each of the Filed Sub-Bid Subcontractors that were required to submit Bid Bonds.

**ARTICLE 28: DAMAGES**

1. The Contractor shall indemnify and hold harmless the Owner and the Designer and their agents and employees from and against all claims, damages, losses, and



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expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the Owner or the Designer or any of their agents or employees, by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Sub-Contractor under Workmen's Compensation Acts, disability benefit acts, or other employee benefit acts.

3. The obligations of the Contractor under paragraph 1 shall not exceed the liability of the Designer, the Designer's agents or employees arising out of:

(a) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(b) The giving of or the failure to give directions or instructions by the Designer, the Contractor, agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**ARTICLE 29: LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor, may if any Sub-Contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fee.

**ARTICLE 30: ASSIGNMENT**

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Neither party to the contract shall assign the Contractor or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any money due or to become due to him hereunder, without the previous written consent of the Owner.

**ARTICLE 31: MUTUAL RESPONSIBILITY OF CONTRACTORS**

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner or Designer on account of any damage alleged to have been so sustained, the Owner or Designer shall notify the Contractor, who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner or Designer arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner or Designer.

**ARTICLE 32: SEPARATE CONTRACTS**

The Owner reserves the right to let other contracts in connection with this work under similar general conditions. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Designer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in Contractor's work after the execution of the Contractor's work.

To insure the proper execution of the Contractor's subsequent work the Contractor shall measure work already in place and shall at once report to the Designer any discrepancy between the executed work and the drawings.

**ARTICLE 33: SUBCONTRACTS**

The Contractor shall not sublet any part of this contract without the written permission of the Owner.

The Contractor shall submit in writing to the Designer for approval a complete list of the names of all particular items of work he proposes to furnish and the names of the Sub-Contractors to whom the Contractor proposes to sublet work. The Sub-Contractors named shall be reputable firms of recognized standings with a record of satisfactory work. The Contractor shall not employ any Sub-Contractor or use any material that requires approval by any Specification Section until they have been approved, or where there is reason to believe the work will not be accomplished in accordance with the

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contract documents. The complete list of Sub-Contractors and materials must be submitted for approval to the Designer and Owner.

The Designer shall, on request, furnish to any Sub-Contractor, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Sub-Contractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Sub-Contractor and the Owner.

**ARTICLE 34: RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR**

The Contractor agrees to bind every Sub-Contractor and every Sub-Contractor agrees to be bound by the terms of the contract documents, as far as they are applicable to his work, including the following provisions of this article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Designer.

The Sub-Contractor agrees:

- A. To be bound to the Contractor by the terms of the contract documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- B. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified.
- C. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the general conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees:

- D. To be bound to the Sub-Contractor by all the obligations that the Owner assumes to the Contractor under the contract documents, and by all the provisions thereof affirming remedies and redress to the Contractor from the Owner.
- E. To pay the Sub-Contractor, upon the payment of certificates, the amount allowed to the Contractor on account of the Sub-Contractor's work to the extent of the Sub-Contractor's interest therein.
- F. To pay the Sub-Contractor, upon the payment of certificates, if issued otherwise as in section E above, so that at all times the Sub-Contractor's total

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payments shall be as large in proportion to the value of the work done by the Sub-Contractor.

G. To pay the Sub-Contractor to such extent as may be provided by the contract Documents or the subcontract, if either of these provide for earlier or larger payments than the above.

H. To pay the Sub-Contractor on demand for subcontract work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Designer fails to issue it for any cause not the fault of the Sub-Contractor.

I. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

J. That no claim for services rendered or materials furnished by the Contractor to the Sub-Contractor shall be valid unless written notice thereof is given by the Contractor to the Sub-Contractor during the first ten days of the calendar month following that in which the claim originated.

K. To give the Sub-Contractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

L. To pay the Sub-Contractor a just share of any fire insurance money received by him, the Contractor, under Article 26 of the General Conditions.

**ARTICLE 35: DESIGNER'S STATUS**

The Designer shall be the Owner's representative during the construction period and he shall observe the work in progress on behalf of the Owner. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the contract documents or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.

The Designer shall be, in the first instance, the interpreter of the conditions of the contract and the judge of its performance. The Designer shall side neither with the Owner nor with the Contractor, but shall use the Designer's powers under the contract to enforce its faithful performance by both.

In case of the termination of the employment of the Designer, the Owner shall appoint a capable and reputable Designer whose status under the contract shall be that of the former Designer.

**ARTICLE 36: CASH ALLOWANCES**

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The Contractor shall include the contract sum and all allowances named in the contract documents and shall cause the work so covered to be done by such Contractors and for such sums as the Designer may direct, the contract amount being adjusted in conformity therewith. The Contractor declares that the contract amount includes such sums for expenses and profit on account of cash allowances, as he deems proper. No demand for expenses or profit other than those included in the contract shall be allowed. The Contractor shall not be required to employ for any such work, persons against whom the Contractor has a reasonable objection.

**ARTICLE 37: USES OF PREMISES**

The Contractor shall confine his apparatus; the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Designer, and as required by the Contract Documents, and shall not unreasonably encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight which will endanger its safety. The Contractor shall enforce the Designer's instructions regarding signs, advertisements, fires, and smoking.

If any part of the building is completed and ready for occupancy, the Owner may, by written and mutual consent, without prejudice to any of the Owner's rights or the rights of the Contractor enter in and make use of such completed parts of the building. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

**ARTICLE 38: CUTTING, PATCHING AND DIGGING**

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon, or reasonable implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Designer may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise, and shall not cut or alter the work of any other Contractor save with the consent of the Designer. Cutting, drilling, or patching work of Contractors other than the general Contractor shall be done only with the permission and instruction of the general Contractor and Designer. Cutting of structural members must be approved by the Designer. All cutting, patching, and digging of other Contractors in or about the building shall be done under the supervision of the general Contractor who shall be responsible to see that the work is neatly done, and in a manner that will not endanger the structure or

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harm the component parts, and that patching and back filling shall be done to restore the structure and surfaces to its original condition.

**ARTICLE 39: LAYOUT OF WORK**

The Contractor shall be responsible for the correct staking out of the new work on the site, and shall employ a competent engineer/surveyor to locate the building on the site. He shall run the axis lines locating the work, establish correct datum points, and check each line and point on the site to insure their correctness. All such lines and points shall be carefully preserved throughout the construction.

The Contractor shall lay out all work from dimensions given on plans. The Contractor shall take measurements and verify dimensions of existing or old work, if any, that affect his work or to which his work is to be fitted. The Contractor alone shall be responsible for the correctness of all measurements and shall verify all grades, lines, levels, elevations and dimensions shown on the drawings and report any errors or inconsistencies to the Designer prior to commencing work.

**ARTICLE 40: WORKMANSHIP**

All workmanship, materials or equipment, either at the site or intended for it shall conform with all respects with the requirements of all the contract documents, and shall be strictly first class, workmanlike installation and the best obtainable from the crafts and trades. Incomplete or careless workmanship will not be allowed. In all cases the materials, equipment and work shall be equal to or better than the grade specified and the best of their kind that is obtainable for the purpose for which they are intended. The Designer's decision on the quality of work shall be final.

All labor shall be performed by mechanics skilled in their respective trades. Prior to submitting a proposal, the Contractor shall become familiar with the local labor conditions, skilled and unskilled.

If, in the opinion of the Contractor, any work is indicated on the drawings or specified in such manner as would make it impossible to produce work of the highest quality, or should discrepancies appear between drawings, or drawings and specifications, the Contractor shall refer the same in writing to the Designer for interpretation before proceeding with the work.

If the Contractor fails to make such reference, no excuse will be entertained thereafter for failure to carry out the work in the satisfactory manner.

The Contractor shall guarantee the Contractor's work against any defects in workmanship and materials for a period of one year from the date of the written final acceptance of the project.

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**ARTICLE 41: CLEANING UP**

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "Broom Clean" or its equivalent, unless more exactly specified.

In case of failure to comply by the Contractor, the Owner may perform the cleanup and deduct the cost from any monies due the Contractor.

**ARTICLE 42: DISPUTE RESOLUTION**

If, in the performance of this contract, there arises a dispute between the Contractor and the Owner that cannot be resolved by the parties to the contract, the dispute shall be referred to the Director of the Bureau of General Services who, at his/her discretion, will submit the dispute to non-binding Alternate Dispute Resolution (ADR) or binding arbitration. If the parties in dispute are not satisfied with the results of ADR the Owner or the Contractor may resubmit the dispute to the Director of the Bureau of General Services for binding arbitration.

In any non-binding Alternative Dispute Resolution (ADR) or binding arbitration between the Owner and the Contractor, the Owner may elect to consolidate related claims between the Owner and the Designer. Any mediator and/or arbitrator shall be subject to the mutual approval of the Owner, the Contractor and, as applicable, the Designer, such approval not to be unreasonably withheld by any party.

**ARTICLE 43: COMPLETION TIME AND LIQUIDATED DAMAGES**

a) The Date(s) of Completion is stated in the Proposal Form Section 2-B and in the Contract Form Section 2-E. If the Contractor finds it impossible to complete the Work on or before the said Date(s) of Completion, he make a written request to the Owner for an Extension of Time setting forth therein the reasons for the request. If the Owner finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor he may extend the Date(s) of Completion which will then be in full force and effect, the same as though it was the original Date(s) of Completion. b) Time is an essential element of the Contract and it is important the Work be pressed vigorously to Completion. The cost to the Owner of Administration of the Contract, inspection and supervision will be increased as the time occupied in the Work, is lengthened. c) For each calendar day that the Work shall remain uncompleted after the Date(s) of Completion specified in the Contract, the amount per day, listed below in the Schedule of Liquidated damages, shall be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided, however that due account shall be taken of any adjustment of the Date(s) of Completion granted under the provisions of Paragraph (a) above. d) The Contractor shall expressly be prohibited from filing delay claims or attempting to recover damages for its scheduled early completion. The Owner and

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Designer have not requested accelerated schedules and cannot accommodate the Contractor if he chooses to accelerate the Work. The Owner and Designer have designed the Project to be done in an orderly fashion which allows for bad weather, minor changes in the Work, and an orderly submittal and review process of materials and workmanship. Any Contractor choosing to bid the project with accelerated completions, earlier than those allowed by the phasing plan, has a duty to inform the project owner of the Contractor's intention to achieve early completion and he shall also note early completion as a qualification on his bid form. The Owner reserves the right to reject all bids containing limitations or qualifications.

#### SCHEDULE OF LIQUIDATED DAMAGES

<u>Damages</u>		<u>Amount of</u>
<u>Original Contract Amount</u>		<u>Liquidated</u>
		<u>Per Day</u>
More than	\$ 100,000 and less than \$ 3,000,000	\$ 750.00
More than	\$ 3,000,000 and less than \$ 7,000,000	\$ 1000.00
More than	\$ 7,000,000 and less than \$ 10,000,000	\$ 1500.00
More than	\$ 10,000,000	\$ 1500.00 plus \$ 150 per \$ 1,000,000



**SECTION 01 00 00**  
**GENERAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The State of Maine, Standard General Conditions and Contract Work Section 3-A of this Contract shall apply to each and every contract and contractor or other person or persons supplying labor, material, equipment and/or services entering into this Project and/or on the premises directly or indirectly.
- B. Definitions:
  - 1. The word "Contractor" where used throughout this document to describe the General Contractor, shall also mean the "General contractor", both Contractor and General contractor describing the entity holding the prime Contract for Construction.
  - 2. The word "Owner" where used throughout this document shall also mean the "Owner's Project Manager".
  - 3. The word "provide" shall include furnishing and installing a product, materials, systems, and/or equipment, complete in place, fully tested and approved.
  - 4. The word "custom" when referring to a material, color, finish design, pattern, or configuration shall be understood to mean as selected or determined by the Architect, and shall in no way be limited to any of the published offerings of the supplier or manufacturer.
  - 5. "Addenda" &/or "Addendum" are written or graphic instruments, issued by the Architect prior to the execution of the Contract. They modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. It shall be the Construction Manager's responsibility to distribute Addenda to the various Bidders. Addenda will become part of the Contract Documents when the Construction Contract is executed.
    - a. No verbal interpretations and/or clarifications shall be allowed as a substitute for written addenda.
- C. Work Included in This Contract:
  - 1. Providing all labor, materials, equipment, and services, etc., as required to properly complete all Work identified in, implied by or otherwise required by the Construction Documents.
  - 2. Should the Construction Documents disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials, unless specifically otherwise directed by written Addendum to the Contract.
  - 3. The Contractor and all subcontractors shall refer to all of the Construction Documents, including those not specifically showing the Work of their specialized trades, and shall perform all work reasonably inferable from them as being necessary to produce the intended results.
- D. Work Excluded from This Contract:
  - 1. Providing equipment noted as "Not in Contract" (N.I.C.) or "By Owner," (B.O.). The Contractor shall, however, provide services and coordination related to items not in the Contract as otherwise required or implied by the Construction Documents.

**1.02 GENERAL RESPONSIBILITIES OF THE CONTRACTOR**

- A. Regulations: The Contractor shall fully comply with all governing Local, State and Federal Laws, Codes, Rules, Regulations and Ordinances, including but not limited to The Americans with Disabilities Act, Equal Employment Opportunity and Affirmative Action provisions, and Occupational Safety and Health Administration provisions.
- B. Permits: The Contractor shall apply for and obtain all permits required. The Contractor shall arrange for all necessary inspections and approvals from the authorities having jurisdiction. The Owner shall pay for all permits fees directly. Should any changes be necessary in the

Construction Documents to secure such approvals, the Contractor shall promptly notify the Architect.

1. For the Owner's records, submit copies of permits, licenses, inspection reports, certifications, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing on the Work.
- C. Coordination: The Contractor shall be fully responsible for coordinating all construction activities to assure efficient and orderly installation of each part of the Work. In general coordination duties shall include, but not be limited to verifying dimensions and existing field conditions, coordinating construction operations, establishing on-site lines of authority and communication, monitoring schedules and progress, monitoring quality, maintaining records and reports and in general assuring the proper administration of the Work.
  1. Since the Construction Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Construction Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe and document any conditions at the site affecting it. Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Construction Documents with each other and with the information furnished by the Owner and shall at once report to the Architect any error, inconsistency or omission the Contractor may discover. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Construction Documents the Contractor should have discovered such, the Contractor shall bear all costs arising therefrom.
  2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  3. Where installation of a component or system involves installation of component parts by multiple subcontractors, the Contractor shall inventory, store, and distribute parts to appropriate installers.
  4. Where structural, electrical, or mechanical components such as columns, ductwork, sprinkler piping, or raceways are installed in finished spaces, the intent is for room finish to enclose such components unless indicated otherwise. Coordinate between the trades and with the Architect.
  5. Where inspections or approval of a substrate or component to be concealed by another is required, coordinate construction activities and notification of Architect or inspecting party. Do not conceal substrate or component until it has been inspected and is satisfactory.
  6. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
  7. Make adequate provision to accommodate items scheduled for later installation.
  8. Coordinate completion and clean-up of Work in preparation of Substantial Completion.
  9. After Owner occupancy, coordinate access to site for correction of defective or incomplete Work to minimize disruptions to Owner's activities.
  10. The Contractor shall coordinate all work, schedule there-of, site access and other requirements in accordance with the primary contractor: **Nickerson & O'Day, Tyler Weymouth 207-989-7400**
    - a. Unless otherwise indicated in writing it is assumed by the Owner that the Contractor has reviewed and accepted any/all provisions, restrictions or other requirements necessary in accordance with Nickerson & O'Day for the completion of the work indicated within the time frame provided.
- D. Supervision – Construction Superintendent: The Contractor shall place and maintain a competent, experienced construction Superintendent/Foreman in charge of the Work on the job site at all times while work is in progress, including overtime operations by the Contractor's forces or by subcontractors. No changes in this position shall be made without the Owner's

prior approval. The Owner shall have the right to review the qualifications of the proposed Superintendent/Foreman and ask for a replacement if in his opinion the person does not meet the qualifications that the project will demand. The same superintendent who was in charge during the general progress of the Work shall oversee the completion of all punch list items.

1. The Contractor shall be responsible for the strict enforcement of the following requirements:
  - a. All persons working on the Project site shall be required to conduct themselves in a courteous and professional manner. The use of profane language shall be strictly prohibited.
  - b. Smoking and alcoholic beverages shall be strictly prohibited on the Project site.
  - c. The use of radios, etc. shall be strictly regulated if they interfere with the Owner's ongoing building operation.
  - d. Contact with building occupants and visitors shall be minimized to the extent necessary for the safe and proper execution of the Work.
- E. On-Site Documents: The Contractor shall provide in a visible and accessible location in the on-site office:
  1. Complete, currently updated set of Specifications and Drawings, Change Orders, reviewed Shop Drawings, and other documents and samples.
  2. Permits and notifications required by laws and regulations.
  3. Standards, manuals, installation instructions, or reports required by individual Specification sections.
  4. Product MSDS Sheets.
  5. List of Owner, Owner's Representative, Architect, Architect's Consultants, Contractor's project manager, superintendent, assistant superintendent, subcontractors, building inspector, police, ambulance and fire departments; include telephone numbers and fax numbers.
- F. Phasing and Work Scheduling
  1. In planning his construction schedule within the agreed upon Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to that of Work for the season(s) of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Owner and Architect.
  2. In planning his construction schedule within the agreed upon Contract Time and ongoing construction activities, it shall be assumed that the Contractor has coordinated all such planning to be in coordination with the primary contractors work schedule as established by **Nickerson & O'Day**. It shall be assumed that the Contractor has anticipated continuing coordination efforts and schedule adjustments normal to that of the Work indicated.
- G. Safety: The Contractor shall assume full responsibility for all means, methods, procedures, sequences and techniques of construction employed and shall take all measures required to ensure the safety of construction workers, as well as the safety of the general public. The Contractor shall take into full consideration and assure himself that all necessary barricades, fencing, and shoring are provided and that they comply with applicable regulations and standards of good practice. The public shall be guarded from all construction hazards and/or attractive nuisances. Site safety is of the utmost importance. The Contractor shall pay all costs necessary for temporary partitioning, barricading, fencing, shoring, walks, ramps, enclosures, flashing lights, warning signs, security and safety devices required for the maintenance of a clean and safe construction site.
  1. MSDS Sheets: The Contractor shall furnish copies of Material Safety Data Sheets to the Owner for all materials classified as hazardous or poisonous. MSDS for all materials shall be maintained with the Contractor in a file on-site.
  2. In addition to the Safety standards indicated directly associated with the Contractor's work force and Scope of Work the Contractor shall review and accept all provisions required under the site safety plan and procedures established by **The General Contractor**. Such

provisions that the Contractor shall object to shall be submitted in writing for review and approval by the Owner prior to acceptance of Contract and start of work.

- H. Environmental Regulations: The Contractor shall comply with all applicable environmental laws and regulations. Particular attention shall be paid to proper dust, fume and vapor control throughout the building and site.
- I. Hazardous Substances: The Architect's Scope of Services and responsibilities exclude the investigation, discovery, detection, identification, presence, leakage, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre-existing or otherwise deposited in any form at the project, indoors or outdoors, at any time before, during or after construction, including but not limited to volatile organic compounds, petroleum products, bacteria, molds, fungus, asbestos or asbestos products, lead, radon, electro-magnetic frequency radiation or other radiation. Should any such substances be encountered, the Owner and Architect shall be promptly notified, in writing.
- J. Protection of Adjoining Property: The Contractor shall provide all shoring, fencing, and other work necessary to support, protect and keep unharmed all walls, footings, floors, roofs, walks, and all other parts of any existing buildings, facilities, etc as specifically related to his/her scope of work. Such protection shall be coordinated and approved by **Nickerson & O'Day**. The Contractor shall hold the Owner and Architect harmless from any such damage due to any operations under this Contract. Any existing work or property damaged or disrupted as a result of this Contract shall be replaced or repaired to match original existing conditions at no additional cost to the Owner.
- K. Traffic Regulations and Parking: The Contractor shall properly regulate traffic at times when the Work interferes with the normal flow of traffic both on and off the site. Parking for workers on the project shall be limited to areas designated by the Owner or governing officials and **Nickerson & O'Day**. Roadways and driveways outside the limits of the Contract shall be kept free of debris resulting from construction related traffic.
- L. Roads and Access to the Site: Access to the site for workers and the delivery or removal of construction materials and/or equipment shall be made only from locations approved by governing authorities and acceptable to the Owner and **Nickerson & O'Day**. Existing roads, lanes and other required fire access shall remain accessible to fire vehicles at all times. Hauling permits and route approvals shall be obtained from governing authorities as applicable.
- M. Security: The Contractor shall be responsible for adhering to the security provisions established by **Nickerson & O'Day** in agreement with the Owner.
- N. Vandalism: The Contractor shall take all reasonable precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access.
- O. Shipping and Storage of Materials: See Section 01 60 00 - Product Requirements.
- P. Owner Furnished Equipment: See Section 01 60 00 - Product Requirements.
- Q. Guarantee: The Contractor shall guarantee the entire Work to be free from defective or improper work or materials, and shall make good any damage due to such work or materials for a term of one year from the date of the satisfactory completion and acceptance of the Work. See Section 01 78 10 - Warranties.

### 1.03 MEASUREMENT AND PAYMENT

- A. Schedule of Values: Submit a preliminary sample of the Schedule of Values for review and comment regarding format and content to the Architect at the earliest feasible date, but in no case later than fourteen (14) days prior to submittal of the first Application for Payment. The Schedule of Values shall clearly identify the cost of the Work by trade, plus all General Conditions, Allowances, and accepted Alternates.

1. The format and general content of such schedule shall be acceptable to the Owner and Architect.
  - a. Round amount off to the nearest whole dollar; the total shall equal the Contract Sum.
  - b. No later than seven (7) days prior to submittal of the first Application for Payment, the Contractor shall submit to the Architect and Owner, the fully completed Schedule of Values.
- B. Payment Requisition: The Contractor shall submit to the Architect three original copies of "Application for Payment", AIA Forms G702 and G703, an itemized statement showing the original Contract Amount, the value of the Work to date, the amount previously approved, the amount presently requested and the balance remaining. Each copy shall be fully executed and properly signed and sealed.
  1. Application for Payment entries shall match the Schedule of Values. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
  2. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
  3. Progress payment dates shall be as established elsewhere in the Agreement. The Contractor shall submit a draft of the Application for Payment to the Architect sufficiently in advance of the due date to the Architect to allow for preliminary review and adjustments.
  4. The Contractor shall clearly differentiate between items stored on-site and items stored off-site. For off-site stored materials, provide invoices, list of materials, insurance certificate, right of entry, transfer of title, and other documents as may be required by the Architect and Owner.
  5. Provide invoices, vouchers, time sheets, and other documents as may be required by the Architect to verify labor and materials costs.
  6. Each Application for Payment shall be accompanied by a transmittal listing all attachments.
  7. Initial Application for Payment: The following administrative actions and submittals shall precede or coincide with the submittal of the first Application for Payment:
    - a. List of subcontractors, principal suppliers, and fabricators.
    - b. Schedule of Values.
    - c. Contractor's Construction Schedule (preliminary, if not final).
    - d. Contractor's Submittal Schedule (preliminary, if not final).
    - e. List of Contractor's staff assignments.
    - f. Copies of building permits, authorizations, and licenses from governing authorities.
    - g. Certificates of insurance.
    - h. Data needed to acquire Owner's insurance.
    - i. Initial Progress Report.
    - j. Performance and Payment Bonds, if applicable.
  8. Application for Payment at Substantial Completion: Submit an Application for Payment following issuance of the Certificate of Substantial Completion. The application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. See State of Maine, Standard General Conditions and Contract Work Section 3-A. The following administrative actions and submittals shall precede or coincide with the submittal of this Application for Payment:
    - a. Occupancy permits, as applicable.
    - b. Warranties and maintenance agreements.
    - c. Testing / adjusting / balancing reports.
    - d. Maintenance instructions.
    - e. Meter readings, as applicable.
    - f. Start-up performance reports.
    - g. Change-over information related to Owner's occupancy, use operation and maintenance.

- h. Final cleaning.
    - i. Application for reduction of retainage, and consent of surety.
    - j. Advice on shifting insurance coverage.
    - k. List of incomplete Work, recognized as exception to the Architect's Certificate of Substantial Completion, if any.
  - 9. Final Application for Payment: This application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. See Article regarding Final Payment of the Agreement and State of Maine, Standard General Conditions and Contract Work Section 3-A. The following administrative actions and submittals shall precede or coincide with the submittal of the final Application for Payment:
    - a. All items required by State of Maine, Standard General Conditions and Contract Work Section 3-A.
    - b. Completion of Project close-out requirements.
    - c. Completion of items specified for completion after Substantial Completion.
    - d. Assurance that unsettled claims will be settled.
    - e. Transmittal of required Project construction records, including Record Drawings to the Owner.
    - f. Proof that taxes, fees and similar obligations have been paid.
    - g. Removal of temporary facilities and services.
    - h. Removal of surplus materials, rubbish, and similar elements.
    - i. Return to the Owner all tools and equipment purchased as part of the Cost of the Work.
- C. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien for every entity who is lawfully entitled to file a lien arising out the Contract and related to the Work covered by the Payment. See State of Maine, Standard General Conditions and Contract Work Section 3-A.
  - 1. The Contractor shall promptly execute a partial waiver of mechanics lien for the period of construction covered by each application. Executed waivers shall be submitted to the Architect with the submittal of the next Application for Payment by the Contractor. With each Application for Payment, submit partial waiver of mechanics liens from subcontractors, or sub-subcontractors and suppliers for the construction period covered by the previous application.
  - 2. When an application shows completion of an item, submit final or full waivers when retainage is released.
  - 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit the final Application for Payment with or preceded by final waivers from every entity involved with the performance of the Work covered by the application who could lawfully be entitled to a lien. The total amount of each entity's final waiver of lien shall equal the Contact Sum for that entity including all additions and reductions thereto.
  - 5. Submit waiver of liens on the following forms, and executed in a manner, acceptable to the Owner:
    - a. Partial waiver of liens: Form provided by the Contractor and acceptable to the Architect and Owner.
    - b. Final waiver of liens: AIA G706A Contractor's Affidavit of Payment of Release of Liens or another form acceptable to the Architect and Owner.
- D. Schedule Update: Along with each payment requisition, the Contractor shall submit a report on the status of the next month's construction schedule. Each such monthly report shall update the progress of the Work and shall identify:
  - 1. Areas of the building and site expected to be worked on during the next month.
  - 2. Special conditions or circumstances that may affect the safe use of the building or site.

#### **1.04 MODIFICATION PROCEDURES**

- A. Minor Changes to the Work: Supplemental Instructions, authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, may be issued by the Architect.
- B. Architect / Owner Initiated Change Order Proposal Requests: The Architect shall issue Proposal Requests that describe proposed changes in the Work that may require adjustment to the Contract Sum and/or Contract Time. The Architect will provide supplemental sketches or revised Drawings and Specifications as necessary.
  - 1. Proposal requests are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
  - 2. Unless otherwise indicated in the proposal request, within ten working days of receipt of the proposal request, the Contractor shall submit to the Architect and Owner for review, an estimate of cost necessary to execute the proposed change. Include an itemization of quantities, unit costs, etc. Include all related charges and a statement indicating the effect the proposed change will have on the Contract Time.
- C. Contractor Initiated Change Order Proposal Requests: The Contractor may propose changes when latent or other unforeseen conditions require modifications to the Contract, by submitting a request for a change to the Architect.
  - 1. Provide a complete description of the proposed change. Indicate the reason for the change and the effect of the change on the Work, the Contract Sum and the Contract Time. Include an itemization of quantities, unit costs, etc. and include all related charges. Comply with requirements for "Substitutions".
- D. Construction Change Directive: Construction Change Directives, containing descriptions of changes in the Work and designating methods to be followed to determine changes in the Contract Sum and/or Contract Time may be issued by the Architect.
  - 1. Maintain detailed records of time and materials related to the Work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- E. Change Order Procedures: Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor, (5) copies to be provided (Architect, Contractor, Owner, and DOE).

#### **1.05 SUBSTITUTIONS**

- A. Substitutions are changes, modifications or deviations in those products, materials, equipment, and methods of construction required by the Construction Documents proposed by the Contractor after the receipt of Bids. Substitutions for the convenience of the Contract or subcontractors, or materials suppliers will only be considered if submitted prior to the receipt of Bids, in strict conformance with the Instructions to Sub-bidders. The following shall not be considered substitutions:
  - 1. Changes, modifications, or deviations requested by Bidders during the bidding period and accepted prior to the receipt of Bids shall be considered as included in the Contract Documents and are not subject to the requirements of this Section.
  - 2. Revisions to Construction Documents requested by the Owner or Architect.
  - 3. Specified options of products or materials included in the Construction Documents.
  - 4. The Contractor's compliance with governing regulations and orders issued by governing authorities, subject to the Architect's prior written notice and approval.
- B. Substitution Requests: See Section 01 60 00 - Product Requirements, for substitution request procedures.

#### **1.06 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for requirements regarding submission of:
  - 1. Outline Construction Schedule.

2. Comprehensive Construction Schedule.
3. Schedule of Materials.
4. Schedule of Submittals.
5. Shop Drawings, Product Data and Samples.
6. Mock-ups and Sample Field Installations.
7. Requests for Substitution

#### **1.07 ELECTRONIC MEDIA**

- A. Electronic Media: See Section 01 00 30 - Electronic Media, for information regarding obtaining the Construction Documents electronically and their limited use for purposes of project coordination, Contractor's use in the preparation of submittals, and Contractor's use in the preparation of Record Drawings.

#### **1.08 QUALITY CONTROL**

- A. General: The Owner may employ an independent testing agency for the purpose of testing and inspecting portions of the Work in progress. The Contractor and his various subcontractors shall be responsible for specific testing and inspections as identified in individual specification sections. See Section 01 40 00 - Quality Requirements

#### **1.09 TEMPORARY FACILITIES**

- A. See Section 01 50 00 - Temporary Facilities and Controls, for information regarding:
  1. Field offices and storage sheds.
  2. Project signs.
  3. Temporary utilities.
  4. Temporary stairs, hoists, and lifts.
  5. Temporary enclosures and heat.
  6. Sanitary facilities.
  7. Temporary protective covering of finished work.
  8. Temporary protection of existing facilities.
  9. Temporary fencing.
  10. Temporary fire protection.
  11. Temporary drainage and storm water control.
  12. Temporary parking and roads.
  13. Clean-up and waste removal.

#### **1.10 PROJECT MEETINGS**

- A. The Contractor shall schedule the following project meetings including but not limited to:
  1. Pre-Construction Meeting.
  2. Pre-Installation Meetings.
  3. Coordination Meetings.
  4. Job Meetings.
  5. Project Close-out Meeting.
  6. Other meetings as necessary.
- B. Pre-Construction Meeting: The Contractor shall conduct an initial organization meeting at the Project site or other convenient location after the Notice to Proceed and prior to commencement of construction activities. The Owner, Architect, Owner's Representative, Contractor, his Superintendent, major subcontractors, and other concerned parties shall each be represented at the meeting by persons familiar with and authorized to conclude matters related to the Work. The Contractor shall record the minutes of this meeting. The minutes shall be distributed promptly to all participants.
  1. Agenda items shall include, but not be limited to:
    - a. Notice to Proceed
    - b. Designation of personnel representing the parties and their responsibilities.
    - c. Construction Documents: on-site documents, discrepancies or omissions, interpretations and clarifications.



- d. Subcontractors
  - e. Schedule of Values
  - f. Insurance requirements.
  - g. Application for Payment: progress payments, Substantial Completion, off-site stored materials.
  - h. Project meetings.
  - i. Layout.
  - j. Scheduling: Construction schedule, working hours, overtime, holidays.
  - k. Permits and regulations
  - l. Testing and inspections.
  - m. Submittals: schedule, process, shop drawings, samples, record documents.
  - n. Substitutions.
  - o. Changes.
  - p. Job responsibilities: Superintendent, Owner's Representative.
  - q. Temporary facilities: parking, staging areas, site security, water, power, clean-up
  - r. Job safety.
- C. Coordination Meetings: The Contractor shall participate within the **Nickerson & O'Day** Coordination Meetings. The Contractor shall bring any significant issues to the next Job Meeting.
- D. Job Meetings: The Contractor shall attend regular job meetings once every two weeks, or more frequently if required, during the construction period, at such time as has been scheduled by the General Contractor. The General Contractor shall record the minutes of each meeting. The minutes shall be distributed promptly to all participants.
- 1. Agenda items shall include, but not be limited to:
    - a. Review construction progress since the last meeting.
    - b. Review work progress in relation to the Construction Schedule.
    - c. Review "Old Business" and new items significant to the Work.
    - d. Review issues regarding construction activities and Owner's on-going occupancy.
    - e. Review work sequence, deliveries, hazards, quality standards, housekeeping, security, etc.
    - f. Review Change Orders, Proposal Requests, Requests for Information, Supplemental Instructions.
    - g. The Contractor will distribute updated Construction Schedule once per month.
- E. Project Close-out Meeting: See Section 01 78 00 - Project Close-out.

#### **1.11 WARRANTIES**

- A. See Section 01 78 10 - Warranties, for requirements regarding submission of a bound set of warranties and certificates as required by the Construction Documents.

#### **1.12 PROJECT CLOSE-OUT**

- A. See Section 01 78 00 - Project Close-out, for requirements regarding:
- 1. Substantial Completion procedures, including Project Close-out Meeting and Occupancy Permit.
  - 2. Architect's evaluation of the Work.
  - 3. Final Acceptance procedures.
  - 4. Project record documents submittal, including O&M manuals, warranties binder, record photographs, and record drawings.
  - 5. Spare parts and extra materials procedures.
  - 6. Indoor Air Quality Management, building commissioning and systems testing.
  - 7. Operating and maintenance instructional sessions.
  - 8. Final cleaning.
  - 9. Contractor's Certificate of No Hazardous Materials.
    - a. Testing agency final report.

- B. Occupation by the Owner: The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions thereof may not have expired; but such possession and use shall not be an acceptance of the Work.

#### **1.13 TIME FOR COMPLETION**

- A. Time is of the essence of the Contract, and the Work to be performed under the Contract shall be commenced on or about June **1, 2022 pending Agreement of Terms and Contract Execution (Final Date To Be Determined)**, and shall be Substantially Complete and in receipt of an Occupancy Permit on or before **August 25, 2022 as outlined in the specifications**.
  - 1. The Contractor at his/her discretion, without any additional costs or any other means/methods of compensation by the Owner, may choose to substantially complete the scope of work prior to the specified date of August 25, 2022. However, under no circumstances shall the project be considered Substantially Complete prior to June 1, 2022.
  - 2. "Substantial Completion" shall be represented as the complete installation of the scope of work indicated per the Contract Documents, issuance of Occupancy/Use by authorities as applicable, completed testing/adjustment, Owner training/instruction of equipment and as otherwise indicated per these Contract Documents.
- B. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is reasonable for the completion of same, taking into consideration the climatic and industrial conditions prevailing in this locality.

**END OF SECTION**

# **Charles M. Sumner Learning Campus**

**Sullivan, Maine**

**Request for Proposals**

**for**

**Educational Audio Visual Systems**

I. GENERAL

- A. Divisions 00 Procurement and Contracting Requirements and 01 General Requirements apply to the work herein.
- B. These specifications are for Educational Audio Visual Systems for the new Charles M. Sumner Learning Campus in Sullivan, ME. The school will serve students from grades 6-12.
- C. Vendors to meet all specific features listed in this request for proposal (RFP). If there are alternates in a proposal that would be of benefit to the Owner either through reduced cost or improved functionality specifically indicate which features and specifications are not being included, and what features are being added that are not herein listed, and how these modifications benefit the user (i.e. price/performance).
- D. All work on site must be performed in compliance with rules and guidelines established by the Owner. The winning bidder will be working directly for RSU 24.
- E. Compliance with all relevant codes including:
  - 1. Local and state building, plumbing, mechanical, electrical, fire and health department and public safety codes agencies.
  - 2. National Fire Protection Association (NFPA).
  - 3. Occupational Safety and Health Act (OSHA).
  - 4. National Electrical Code (NEC).
  - 5. National Electrical Safety Code (NESC).
  - 6. The ICC National Building Code.
- F. Wherever the drawings and specifications do not agree the more stringent shall apply. Provide an RFI to the Owner for clarification.
- G. Equipment types included in this RFP
  - 1. Interactive monitors.
  - 2. Audio systems.
  - 3. Multimedia control systems.
  - 4. LCD Displays.
  - 5. Digital Signage Systems.
  - 6. Mounts, racks, etc.
  - 7. Cable management.

8. AV cabling.
9. Any power supplies, cables, connectors, or ancillary equipment that is required to allow the specified systems to function.

H. PROJECT CONDITIONS

1. The Sumner Memorial Middle/High School is a new facility currently finishing construction.
2. Careful coordination with other trades and the Owner will be required to avoid damage to equipment and finished building areas.
3. The current schedule has the School becoming available for AV installations on or around June 1, 2022 with completion scheduled for no later than August 25, 2022.
4. No standing on equipment or furniture is permitted. Vendor will provide all ladders, lifts, staging, etc. necessary to complete the work.
5. Cleanup will be done daily and removed from site with as much material as possible being recycled. Areas worked in shall be left in a vacuumed condition. In all cases leave the area in better condition than you found it.
6. Any repairs required due to incidental damage during AV systems installation will be the responsibility of the AV installer to repair back to new condition. This includes but is not limited to any painting/patching of walls, and replacement of damaged ceiling tiles. Note that all other trades will have completed their work prior to the start of the AV installation.
7. Owner training will be required at the beginning of the 2022/23 school year. Schedule for training to be coordinated with the Owner according to the parameters listed in Section III – Execution.
8. Related systems provided and installed by others:
  - a. Structured cabling system for Voice, Data and CCTV.
  - b. Intercom and fire alarm systems.
  - c. Conduits, Back Boxes, and Cable Tray.
  - d. Equipment racks and telecommunications backboards (telecommunications only, AV racks are by the AV Contractor).
  - e. Tables and/or counters to hold tabletop AV Equipment.
9. AV Contractor to verify location with Owner before placing any penetrations in furniture or woodwork
10. Verify location of wall blocking provided before mounting monitors and projectors.

I. PERFORMANCE REQUIREMENTS

1. In addition to the bid form include documentation on major system components with the proposal (e.g. brochures or technical data sheets in pdf format).
2. The intent is to select one vendor for all items described in this RFP to simplify system compatibility, training, and service after the sale. It is allowable for the successful bidder to employ subContractors to maximize expertise in installation and compliance with the requirements of this RFP.
3. The work shall include everything necessary or incidental to complete the installation EXCLUDING wire raceway, raceway fittings, outlet boxes, pull boxes, 120 volt AC power circuits, and insulated ground cables. Such excluded equipment shall be furnished and installed by the project Electrical Contractor prior to the start of AV installation work.
4. It shall be the responsibility of the AV Contractor to employ the services of the fireproofing contractor employed on this project to patch/repair existing fireproofing at interior structural steel to accommodate scope of work included as a portion of these Contract Documents.
5. Include all necessary labor, software, programming and the selection of the proper type and quantities of the system components and accessories to assure a complete and operational system.
6. Indicate how the systems will be integrated (hardware, software & user interface) in order to operate as simply as possible.
7. Describe the extent of on site training which is included and the incremental cost to acquire additional on site training as needed.
  - a. Minimum requirement of 4 training sessions per system (2 each for middle and high school staff). These training sessions shall include a comprehensive training for personnel, a follow up session after the system has been in use for not less than one month and not more than three months after system acceptance. Coordinate timing with the Owner.
  - b. Each system shall have a quick reference guide, laminated and provided for each room where the system is in use. Additionally, (1) paper copy and a pdf file of these guides shall be provided to the Owner at time of commissioning.
8. Include proof of manufacturers authorized dealer status for major system components where this is required for extended warranty service.
9. The AV Contractor must maintain staff and equipment required to support and service the installed systems. The AV Contractor must be able to respond to service calls within one (1) business day.
10. The AV Contractor shall demonstrate to the satisfaction of the Owner that the AV Contractor has:
  - a. Adequate plant and equipment to pursue the work properly and expeditiously.

- b. The Contractor's primary business is the provision, fabrication and installation of professional audiovisual and related systems.
  - c. The Contractor has been factory trained in the installation, maintenance and programming of the AV systems included in the proposal. If a subcontractor is used the subcontractor must also be factory trained in the installation, maintenance and programming of the AV systems.
  - d. Adequate staff and technical experience.
  - e. Suitable financial status to meet the obligations of the work including requirements in Division 01 00 00.
11. Each vendor must include a list of at least 3 similar projects completed in the last 5 years. Include contacts for references – name, title, email, telephone number and physical address.

J. WARRANTY

- 1. Provide for the warranty of each delivered system under the following terms and exclusions:
  - a. Warranty all equipment to be free of faulty workmanship and defects, and from damage due to contamination by construction dust and debris for a minimum period of one (1) year from date of final acceptance.
  - b. Paint and exterior finishes, fuses, lamps, and projection lamps excluded from above warranties except when damage or failure results from defective materials or workmanship covered by warranty.
- 2. The terms of individual equipment manufacturers' warranties are not diminished by the minimum warranty provisions specified above.
- 3. As part of warrantee coverage include an interim visit to the site for routine adjustment and maintenance of all equipment. Provide a preliminary schedule for the visit to Owner for approval.
- 4. Three months before the end of each year's warranty, provide the Owner with a proposal for continued service/coverage during the next year.

K. SUBSTITUTIONS

- 1. Where manufacturer's names are listed this is to establish a standard for quality and design. Where one manufacturer's name is mentioned, products of other manufacturers will be acceptable if, in the opinion of the Owner, the substitute product is of quality and features equal to or better than that of the product specified.
- 2. Substitutions are changes, modifications or deviations in those products, materials, equipment, and methods of construction required by the Construction Documents

proposed by the Contractor after the receipt of Bids. Substitutions for the convenience of the Contract or subcontractors, or materials suppliers will only be considered if submitted prior to the receipt of Bids, in strict conformance with the Instructions to Sub-bidders. The following shall not be considered substitutions:

- a. Changes, modifications, or deviations requested by Bidders during the bidding period and accepted prior to the receipt of Bids shall be considered as included in the Contract Documents and are not subject to the requirements of this Section.
  - b. Revisions to Construction Documents requested by the Owner.
  - c. Specified options of products or materials included in the Construction Documents where both a manufacturer and Model/Product # is specified.
    - i. Where specified options include Manufacturer name only but do not specify a specific Model/Product # by said manufacturer the Contractor shall submit a Substitution Request per the procedures included within this Section.
  - d. The Contractor's compliance with governing regulations and orders issued by governing authorities, subject to the Owner's prior written notice and approval.
3. Substitution Requests: Request for substitution will be considered only if, in the opinion of the Owner, such substitution will be of benefit to the Owner. Substitution requests after receipt of bids will not be considered solely related to an "or approved equal" clause in the Construction Documents.
- a. The Contractor's substitution request will be considered by the Owner when all of the following conditions are satisfied, as determined by the Owner; otherwise requests will be returned without action.
    - i. Extensive revision to the Construction Documents are not required.
    - ii. Proposed changes are in keeping with the general intent of the Construction Documents.
    - iii. The request is timely, fully documented and properly submitted.
    - iv. A benefit to the Owner can be shown long term.
4. Detailed specifications and, if the Owner determines it is necessary, samples of proposed alternate products shall be provided to the Owner for review prior to purchase or installation of proposed alternates.
5. Cost for removal and replacement of any unapproved alternates pertaining to the items specified in this section is the sole responsibility of the AV Contractor.
6. Where HDBaseT is used to connect to projectors or monitors it is acceptable to use either an integrated HDBaseT port on the display device or an external receiver. If an external receiver is used it shall be from the same manufacturer as the transmitter. Any costs for additional receivers and cables between devices shall be included in the base bid. Where integrated receivers are used the submittal shall include documentation that the transmitter and receiver ends are certified to work seamlessly together. The cost for remediating any HDBaseT issues due to incompatibility between the transmitter and receiver, including integrated receivers, is the sole responsibility of the AV contractor and shall be resolved at no additional cost to the Owner.



L. SUBMITTALS

1. Provide submittals in PDF format following award of contract. Submittals shall be approved in writing prior to commencing work.
2. Submittals shall be provided as a complete set, not product by product. Failure to do so will result in rejection of the submittal.
3. Submittal documentation shall include the following:
  - a. Table of contents.
  - b. AV Contractor Name, Contact Name, Address, Telephone Number, and email address.
  - c. Name, Contact Name, Address, Telephone Number, and email address of any Subcontractors.
  - d. Manufacturers' certificate of warranty for the complete (or each and every of the various subsystems) systems. Clear documentation of effective warranty periods. All warranties shall be filled out in the Owner's name and dated to begin following final acceptance of the installation.
  - e. Elevations for AV control racks where applicable.
  - f. Wiring diagrams for connectivity between equipment for each AV system.
  - g. A complete list, with quantities, of ALL equipment and materials which are to be furnished. Accompanying the list shall be manufacturers' specification or cut sheets for all sound system equipment (e.g. microphones, audio program source equipment, power amplifiers, speakers), audio-visual equipment (e.g. projectors, program source equipment, monitors, video processing equipment), AV control equipment (e.g. Touch Screens, system controllers, interface/control cards), and any other MAJOR items of equipment. All items shall reference the product tag (e.g. INT, PRJ1) shown in the specifications.
  - h. Details of proposed equipment suspension including attachment methods, weights, and suspension locations approved by the AV Contractors' Structural Engineer.
  - i. Details showing camera/projector/television/flat panel display mounting.
  - j. Maintenance Documentation including the following:
    - i. List of all equipment by manufacturer.
    - ii. Information necessary for the Owner's technical staff to perform routine and/or corrective maintenance.
    - iii. List of all spare parts including replacement lamp part numbers.
    - iv. Original copies of manufacturer's installation and operation instructions arranged alphabetically by manufacturer.

## II. PRODUCTS

- A. The work of this Section consists of the provision of all materials, labor and equipment and the like necessary and/or required for the complete execution of all audiovisual system equipment and related work for this project as required by the specifications, schedules, keynotes and drawings, including, but not limited to the following:
1. Supply only new equipment, parts and material, and protect all equipment from construction dust and debris until final acceptance. Operate only as required for testing as part of installation procedure. Provision of all manufactured components, installation, wiring, and testing is the responsibility of a single AV Contractor.
  2. The system drawings indicate the general layout of the various items of equipment and their functional relationships. However, layout of equipment, accessories, and conduit systems are diagrammatic unless specifically detailed and do not necessarily indicate every item required for a complete installation. Provide any incidental equipment needed in order to result in a complete and operable system even if not specified or shown on drawings without claim for additional payment.
  3. Refer to the Electrical floor plan drawings for receptacle back-box location and quantity information.
  4. Supply and install miscellaneous steel above finished ceiling for mounting projectors and sound system devices (speakers, etc.).
  5. All primary conduit and wireways, AC power, and network data drops shown on the system Contract Drawings are included in the Electrical Contractor's scope of work and are not to be provided in this Contract. Supply and install all additional conduit and wireways to the extent not included in the electrical scope in order to provide a complete and operable system.
  6. Provide a contact closure to the audio digital signal processor in each local sound system to recall a setting that mutes all program audio when a signal is received from the fire alarm system or when a paging announcement is made through the building-wide Public Address system. Provide appropriate cabling to complete the contact closure installation and coordinate connection and testing with Fire Alarm and Public Address system.
  7. This AV Contractor shall furnish, install and maintain in safe and adequate condition all mechanical hoisting equipment, operating personnel, rigging, staging, planking, and scaffolding that is necessary for the proper execution of the work of this section.
- B. All AV cabling, connectivity, faceplates, patch panels, etc. shall be the responsibility of the AV Contractor.
1. All HDBaseT cabling shall be Cat6A shielded with shielded jacks, patch panels, and patch cords included and installed to provide a shielded system from end to end.

2. All AV cabling run in cable trays shall be placed neatly.
  3. All cabling and patch cords between components shall have cable management or be sleeved with expandable braided sleeving to look neat and professional.
  4. HDMI cables shall be certified by the manufacturer for the lengths required including associated patch cords and mated connectors. This information shall be documented in the submittals.
  5. All cabling, equipment, and device endpoints shall be labeled based on the device and location they are connected to. Labels shall be mechanically produced and resistant to smudging and wear and match the font type, size, and color of the IT components.
  6. No cabling or outlets associated with monitors shall be visible once monitor is in place. Where this is not possible due to location of power, data, or AV outlets, cabling shall be neatly dressed and enclosed in a cable loom where more than one cable is run together.
- C. Power, and Data connectivity is provided by others to the faceplates. It is the responsibility of the AV Contractor to provide patch cables for these links to all associated monitors, projectors, etc. Where there is a data drop for connection to an AV device the hard wired connection must be used, WiFi must not be used where there is a cabled option. Faceplates for AV systems shall be stainless steel.
- D. AV Cabling between input locations and the display device are the responsibility of the AV installer. This shall be HDMI for runs below 35-feet with the cable tested and verified to perform at full resolution.
- E. All power supplies and associated equipment required for the equipment listed here or on the drawings to function is the responsibility of the AV Contractor.
- F. Any software required for the full operation of equipment (i.e. interactive projectors) shall have licensing included for a minimum of 1-year from final acceptance. Any future licensing expenses beyond the first year shall be clearly identified in the proposal as a separate item.
- G. Classroom Audio Systems
1. Basis of design is Lightspeed Topcat Access system with each classroom having the components of (1) Topcat base station, (1) Media Connector, (1) Pendant Microphone, (1) Handheld Microphone.
    - a. Topcat in-ceiling wireless audio base station
      - i. 20W power output.
      - ii. Wireless media connection.
      - iii. Point to pair feature to easily enable adding components to the system and allowing teacher mobility between rooms.
      - iv. Two-way audio for distance learning.

- v. Combination flat panel and cone speaker to deliver highly intelligible speech throughout the classroom from a single central point in the ceiling.
  - vi. Direct AC Mains power input. (A licensed electrician shall be employed by the AV contractor to make AC connections from ceiling junction box to the Topcat.)
  - vii. Page mute and fire alarm mute shall be included and connected to the school intercom system and fire alarm system. (Note this will require coordination with the intercom and fire alarm installers) Cabling between the page/fire alarm mute and the school intercom is the responsibility of the AV contractor.
  - viii. Provide a hard-wired connection to the Topcat from the audio out on the classroom monitor.
- b. Media Connector
  - i. Wireless audio transceiver.
  - ii. USB powered.
  - iii. Access Technology.
  - iv. (4) 3.5mm stereo audio inputs.
  - v. (2) 3.5mm stereo audio outputs.
- c. Pendant Microphone
  - i. Access Technology.
  - ii. Uni-directional dynamic microphone.
  - iii. +/-12dB volume control.
  - iv. 3.5mm earbud output.
  - v. 8-hour battery life (fully charged).
  - vi. USB C for charging and audio input.
  - vii. On/off/mute switchable
  - viii. magClasp lanyard.
- d. Handheld Microphone (for student pass around).
  - i. 1.9Ghz Access Technology.
  - ii. Uni-directional dynamic microphone.
  - iii. +/-12dB volume control.
  - iv. USB C for charging and audio input.
  - v. 8-hour battery life (fully charged 3.7V Lilon battery pack).

- vi. Charging cradle.
  - vii. On/off/mute switchable
- 2. Music Room Audio System
  - a. Wireless Microphone System
    - i. Shure BLX14R/MX53
    - ii. Earset head-worn microphone, Shure MX153.
    - iii. BLX1 Bodypack Transmitter. Include (4) AA rechargeable batteries for each transmitter and a battery recharger.
    - iv. BLX4R Rack mount receiver.
  - b. Mixer/Amplifier
    - i. JBL VMA 1120 or approved alternate
    - ii. 5 inputs with one via USB, plus bluetooth.
    - iii. 27VDC phantom power on mic inputs.
    - iv. 1 output of 120 watts of power compatible with 8 Ohm, 70V and 100V speaker systems.
    - v. 1U design with included rack mounting hardware.
    - vi. Provide a 10' cable to go from the 3.5mm audio out on a computer to one of the inputs on the mixer/amp.
  - c. DVD player
    - i. Provide a DVD player for the Music room only.
    - ii. Include cables to connect to the HDMI input to the projector and an audio only output to the Mixer/Amp.
  - d. Wall mount rack
    - i. Provide and install a wall mount rack for wireless receivers, mixer/amp, and DVD player.
    - ii. Coordinate location with the Owner.
  - e. Speakers (2 per room)
    - i. JBL Control 28-1 or approved alternate.
    - ii. 8" woven fiberglass woofer, 1" PEI dome tweeter.
    - iii. Sensitivity of 91dB SPL, 1W, 1m.
    - iv. Overload protection circuitry.

- v. Compatible with 8 Ohm, 70V, and 100V amplification.
    - vi. Built in mounting hardware and wall mounts included.
  - f. Microphones (4)
    - i. Shure SM58 or approved alternate.
    - ii. Cardioid pickup pattern.
    - iii. Rugged handheld design.
    - iv. For each microphone include a heavy duty tripod boom microphone stand with adapter compatible with the microphone provided.
    - v. For each microphone include a 20' XLR male to female cable.
  - g. USB Mixer
    - i. Alesis Multimix 8 USB FX Regular or approved alternate.
    - ii. 8 channel mixer with mic, line, and guitar level inputs.
    - iii. XLR inputs with 48V phantom power.
    - iv. 1/4" line level inputs for instruments and high-impedance (guitar) input.
    - v. Main and headphone outputs with independent level controls for each.
    - vi. USB plug and play interface for Mac and PC.
- H. Interactive Monitors
  - 1. Classroom Monitors
    - a. Basis of design is Viewsonic Viewboard IFP8652, ClearTouch 6000K+ 86", or approved alternate. Size as noted on the equipment list.
    - b. Ultra HD Interactive Flat Panel Bundle.
    - c. 86" diagonal viewable area, unless noted otherwise.
    - d. 20-point touch system.
    - e. 1,200 : 1 contrast ratio.
    - f. LED light source.
    - g. 50,000 hour rated life for backlight.
    - h. Integrated Wireless Adapter which will allow Mac, PC, Chrome, Android, and IOS devices to stream directly to the monitor.
    - i. Include Wall Mount.
    - j. (3) HDMI inputs.

- k. (1) 3.5mm audio out.
  - l. (2) USB 3.0 and (4) USB 2.0 ports.
  - m. 10/100/1000 Ethernet port. The Ethernet port must be used to connect the monitor to the building network, not wifi.
  - n. Built in annotation, internet browser and casting software.
- 2. Mobile Stand for interactive Monitors
  - a. Support for 86" monitors as provided on the project.
  - b. Locking casters.
- I. LCD Monitors
  - 1. Monitors shall be the size class indicated by the number in their tag (e.g. LCD55 indicates a 55" class monitor). See room program sheet for size and location.
  - 2. Monitors for digital signage shall be rated to operate 24/7.
  - 3. Shall support HDCP 2.2.
  - 4. LED direct lit.
  - 5. Full UHD, 3840P native resolution.
  - 6. Display ratio: 16:9
  - 7. Brightness: minimum of 300cd/square meter.
  - 8. Refresh rate: 60Hz.
  - 9. IR remote control shall be provided for each monitor and affixed to the side or rear of the monitor with velcro.
  - 10. Input terminals:
    - a. 2-HDMI.
    - b. COAX.
  - 11. Monitors shall NOT be "Smart TV's". No internet browsing or other capabilities shall be built in.
  - 12. Wall mounts shall be provided with each monitor. Mounts shall have adjustable tilt, from +0 degrees to -12 degrees.
- J. Webcam
  - 1. Basis of design is the Logitech C930E
  - 2. Full HD 1080P video calling with H.264 encoding.
  - 3. 4x zoom in 1080P.

4. Built in dual stereo mics with automatic noise reduction.
5. Automatic low light correction.
6. Tripod ready and with universal clip to fit laptops and LCD monitors.
7. Compatible with Windows 10 or later, Mac OS 10.7 or later, and Chrome OS.

K. Gym Sound system (2)

1. Each gym shall have an independent sound system for use to announce games, during gym classes, for music, and general use in the space. This system is separate from the overall intercom system throughout the school which is also covering the gyms.
2. The user interface shall be a portable mixer which can be located wherever there is a network jack to connect with. The mixer shall have the following minimum capabilities:
  - a. (8) combination XLR/1/4" jacks.
  - b. (2) inputs with RCA and 3.5mm interface (may be included in the (8) overall inputs above).
  - c. Bluetooth receiver.
  - d. Individual level control for each input.
  - e. The mixer shall be provided in a rugged case that allows use during games without fully removing it and that fully protects the mixer and allows easy transport when not in use.
3. Distribution from the mixing board to the amplifiers shall be over the Ethernet network using the Dante protocol.
4. Amplifiers shall be located in IT room C109 and connect via Dante.
  - a. Amplifiers shall be sized to deliver 100W of power to each connected speaker.
5. Speakers shall be Soundsphere SS-Q-8-WH or approved alternate with (2) in the MS gym and (4) in the HS gym for a total of (6) speakers. The installer must provide an installation plan for approval prior to beginning the installation that shows mounting locations, height, and rigging details.
6. Include the following with each mixer:
  - a. (2) Shure SM58 microphones with 20' XLR cables.
  - b. (1) Shure PGXD24/BETA58 handheld wireless system including power supply, and 3' XLR cable to connect to the mixer.

L. Portable PA System (1)

1. Basis of design is Peavey Escort 6000.



2. All in one Portable PA system with luggage style case and wheels.
3. (2) 10" k2-way PA speakers with stands.
4. (9) channel powered mixer with 300W per channel output power.
  - a. (7) combination XLR/1/4" jacks.
  - b. (2) media channel with dual RCA and 3.5mm inputs
5. Integrated USB MP3 player.
6. Integrated Bluetooth receiver.
7. Individual level control for each input.
8. In addition to the standard package include the following:
  - a. (2) Shure SM58 microphones with 20' XLR cables.
  - b. (1) Shure PGXD24/BETA58 handheld wireless system including power supply, and 3' XLR cable to connect to the mixer.

M. Digital Signage System

1. Digital signage monitors shall be the same specification as LCD monitors specified above.
2. Size of monitors must be 55" class.
3. Programming shall be through a web browser interface over the school network and password protected.
4. Graphics support to display at full UHD resolution.
5. Ongoing licensing and or web based control shall not be required. The system shall be operable without cost to the owner beyond the initial purchase.

III. EXECUTION

- A. There are (3) configurations for classrooms identified in the attached matrix.
1. Standard Classroom with Interactive monitor and Topcat Audio system.
  2. Music Classroom with Interactive Monitor and Audio system with wireless microphone and distributed speakers.
  3. Learning Commons and Title One Classrooms with Interactive monitor on mobile stand (note sizes for each application).
- B. Standard Classroom with Interactive monitor and Topcat Audio system.
1. Monitor shall be mounted at location designated between the whiteboards

(whiteboards provided by others).

2. Provide 9-foot HDMI cable with each system for connection to classroom devices.
3. Audio out from the projector shall be hard-wired to the input on the Topcat system.
4. Wireless streaming to the monitor shall be configured for Macs, iPads, and Chromebooks.

C. Music Classrooms with Interactive Monitor and Audio system with distributed speakers.

1. Monitor shall be mounted at location designated between the whiteboards (whiteboard provided by others).
2. Provide 9-foot HDMI cable with each system.
3. Audio out from the monitor shall be hard-wired to the input on the Music Room Audio system, not the Topcat.
4. Coordinate location of the amp/mixer for the Music room with the Owner and furniture plan.
5. Wireless streaming to the monitor shall be configured for Macs, iPads, and Chromebooks.

D. Title One Classrooms

1. Interactive monitor shall be provided on mobile stand.
2. Stand shall have adjustable height.
3. Audio shall be through the monitor speakers only.
4. Provide 9-foot HDMI cable with each system.

E. Standard Conference rooms

1. Monitor (LCD65) shall be located as shown on the drawings or indicated in the room schedule.
2. There shall be a single input location with an HDMI cable to the monitor. Additionally an HDMI patch cord shall be provided that is able to reach any seat at the table in the room.
3. Control of the monitor shall be through an IR remote included with the monitor. Remote shall be velcro-ed to the back of the monitor in an accessible location for storage.
4. Patch cords are the responsibility of the AV Contractor. At the monitor cables include CATV, and HDMI.
5. Each conference room shall also have

F. Corridor Digital Signage Monitors

1. Monitors (LCD55) as noted on drawings shall be on tilt mounts to allow cable access.
  2. Monitors for digital signage shall be rated for 24/7 operation.
  3. All cables and accessories associated with the monitor shall be neatly contained behind the monitor in a manner to reduce visibility and susceptibility to tampering.
  4. Link to monitors shall be through a Chromebox (Chromebox provided by the Owner).
  5. All patch cords to the monitor and Chromebox shall be included. The remote shall be labeled identifying the specific monitor it is tied to and provided to the owner.
- G. Stage Projectors (2)
1. Projectors shall be mounted to the ceiling above the stage.
  2. Input from AV control system on Stage shall be installed (conduit by others).
  3. Output to Sound system on Stage shall be installed (conduit and sound system by others).
  4. Output to video projector interface shall be installed. Video projector interface provided by the screen installer, screen is Da-Lite Tensioned Advantage Deluxe Electrol.
    - a. Include wireless streaming device compatible with IOS and Chrome devices that allow full audio and video connectivity to the projector via a WiFi link.
      - i. Note that this device (or the projector if integrated) shall have access to a wired Cat6 link which should be used to tie this device to the network.
      - ii. Include Patch cords to connect to the network.
- H. Stage control system
1. Consult with the Owner on configuration of the stage controller on configuration of control buttons and configuration of function of the control system.
  2. System shall integrate control of projectors, screens, audio direction, volume, and source selection.
- I. Learning Commons Projector
1. Projector shall be mounted to the ceiling centered on the screen.
  2. Input via HDBaseT shall be provided from location adjacent to screen.
  3. Output of audio shall be provided to Topcat Audio system in the Library
- J. Learning Commons Huddle systems
1. Coordinate locations for systems with the Owner.
  2. Input via HDBaseT shall be provided from location adjacent to screen.
  3. Coordinate integration of input "Show Me" cables with furniture.

K. FIELD QUALITY CONTROL

1. Provide single on site job supervisor to coordinate with all trades.
2. There will be a mandatory Pre-Start Meeting to review existing conditions and project schedule with Owner.
3. Owner will require a schedule to be submitted prior to commencing along with a Purchase & Delivery Schedule to be updated monthly.
4. Perform operational test with Owner upon completed installation to verify proper operation of all systems.

L. FIELD SERVICES

1. Make final connections to units.
2. Perform field inspection and testing.
3. Demonstrate system operation and provide on site training.
4. Provide the services of an authorized technician of the manufacturer of the equipment to supervise the installation and final connections, plus adjusting, programming and all testing of the system required to assure a complete and fully operating facility and to instruct designated personnel in the operation, adjustment, testing and maintenance of the system.
5. Include testing at substantial completion. Invite the Owner, and Design Consultant to witness each test, provide two weeks advance notice to schedule the witnessing of the tests.

M. SYSTEM TESTS AND ADJUSTMENTS

1. The AV Contractor shall be responsible for preliminary field tests and adjustments of the completed audio-visual communication systems prior to the time reserved for system equalization. Such tests shall be made in conformance with the recommendations of the equipment manufacturer.
2. A full report of all tests conducted and their results shall be provided to the Owner prior to substantial completion.
3. System tests and adjustments shall include but not be limited to the following:
  - a. Verification that all speakers are properly installed, tapped, and circuited as indicated on the drawings.
  - b. Testing of each speaker to ascertain that none of the units "squawk" or "rattle" when energized with one-third octave bands of pink noise at a nominal input power of two watts.
  - c. Functional tests of all individual audio, video and control equipment.
  - d. Phasing of all microphones, microphone cords and microphone inputs.

- e. Alignment, convergence and source input settings for each video projector and flat panel display.
- f. Functional tests of all audio-visual control system software functions.
- g. Functional tests of the installed systems as required to assure that the systems are ready for operation.
- h. Include photo of each AV rack both front and back with component labels.

N. SYSTEM WARRANTY AND MAINTENANCE

- 1. The AV Contractor shall warranty the audio-visual communication system against defects in materials and workmanship, including any required parts and labor, during a one year warranty period from date of final acceptance or first beneficial use, whichever occurs first, of the completed audio-visual communication system at no cost to the Owner.
- 2. The AV Contractor shall provide a 1-year service contract from the date of final acceptance at no additional charge.
- 3. The AV Contractor shall make at least two visits to the facility to determine that all equipment is functioning satisfactorily, and to perform any maintenance services that may be required. The first of these visits shall occur approximately six months after the commencement of the warranty period, and the second visit shall occur approximately six months thereafter, but prior to the end of the warranty period.
- 4. Maintenance services requiring additional visits shall also be performed at no charge to the Owner. Maintenance services shall consist of, but not be limited to, operational tests and checks of all equipment.
- 5. Any defective equipment discovered during any maintenance visit shall be repaired or replaced under the terms of the warranty. The AV Contractor shall not be liable for equipment damaged by improper use, negligence, or acts of nature.

O. OPERATING AND MAINTENANCE INSTRUCTIONS

- 1. The AV Contractor shall assemble (2) operating and maintenance instruction notebooks and a PDF copy, as described below, for the audio-visual communication system, and forward accurate field drawings of all wire numbers and control panel and patch panel engraving (for use in record drawing revisions) together with the notebooks.
- 2. Operating Instruction notebook contents shall include a Table of Contents, system operating instructions, manufacturers' operating instructions, instructions on systems test and adjustments, warrantee information, manufacturers' service manuals having schematic diagrams and parts lists, 11X17 record drawings, and any other information pertaining to the operation and routine maintenance of each major item of electronic equipment.
- 3. Use section tabs with color coded labels (similar to Avery Big Tabs) to neatly organize all

equipment manuals by category and other required sections. Where possible, manufacturers' original documents shall be furnished. Photocopied materials shall be equally legible as the originals.

- a. Provide condensed operating instruction sheets for all systems on a laminated 8.5 x 11" sheet for each room with AV equipment.
- b. Provide a paper copy in each notebook and an electronic copy of condensed operating instructions in pdf format.
- c. Provide a photograph of each rack both front and rear with components labeled.

P. TRAINING

1. Provide training on operation of all control systems.
2. Configuration of the digital signage both changing the graphical appearance and content.
3. Minimum requirement of 4 training sessions per system (2 each for Middle and High school staff).
  - a. These training sessions shall include a comprehensive training for personnel and a follow up session after the system has been in use. Coordinate timing with the Owner.
  - b. Training sessions may need to be divided to keep the number of attendees to a manageable number, dividing a training session does not constitute conducting multiple trainings.
  - c. Each system shall have a quick reference guide, laminated and provided for each room where the system is in use. Additionally, (1) paper copy and a pdf file of these guides shall be provided to the Owner before commissioning and training.
4. A 5% retainer shall be withheld until the final training is completed.

Q. ADJUSTING

1. System adjustments shall be done once at substantial completion and again 6 months thereafter at a time to be coordinated with the Owner.
2. Projectors shall be mounted and aimed to maximize image size on the projection surface and calibrated to ISF standards.
3. Unless otherwise directed, all projectors shall be configured to operate in economy mode.
4. Monitors shall be calibrated to ISF standards.

**End of Section**

**Charles M. Sumner Learning Campus - Room Schedule**

Number	Name	Interactive Monitor	Audio Sys	Monitor	Digital Signage	Mobile Monitor	Notes
A100	VEST						
A101	LOBBY				1		
A102	ADMIN						
A103	ASSISTANT PRINCIPAL						
A104	ASSISTANT PRINCIPAL						
A105	PRINCIPAL						
A106	CONF			1			Non-Interactive 4k monitor 55" diagonal
A108	EXAM						
A110	NURSE						
A111	COPY CENTER						
A112	CORRIDOR						
A113	GUIDANCE						
A114	GUIDANCE						
A115	CAREER CNTR			1			Non-Interactive 4k monitor 55" diagonal
A116	GUID. ASST.						
A117	CONFERENCE			1			Non-Interactive 4k monitor 55" diagonal
A118	LARGE CONFERENCE			1			Non-Interactive 4k monitor 65" diagonal
A119	2D ART	1	1				
A120	ART STOR.						
A121	KILN						
A123	3D ART	1	1				
A124	HEALTH	1	1				
A125	LANGUAGE	1	1				
A126	LANGUAGE	1	1				
A127	LIFE SKILLS	1	1				
A128	LIFE SKILLS WC						
A129	CORRIDOR				1		
B100	MAKER SPACE			1			Non-Interactive 4k monitor 86" diagonal
B101	GROUP STUDY						
B103	LEARNING COMMONS				1	1	
B104	OFFICE						
B105	IT SERVER						
B106	IT WORKROOM						
B107	GROUP STUDY						
B108	STUDY						
B109	STUDY						
B110	LCSW OFFICE						
B111	IT/PBE OFFICE						
B112	G/T/ELL OFFICE						
B113	CUSTODIAL OFFICE						
B114	CORRIDOR				1		
B117	TEACHER WORKROOM						
B118	CLASSROOM	1	1				
B120	COLLAB			1			Non-Interactive 4k monitor 65" diagonal
B121	CLASSROOM	1	1				
B122	CLASSROOM	1	1				
B123	RTI/INTERV.			1			Non-Interactive 4k monitor 65" diagonal
B124	COLLAB - MATH CLASSROOM	1	1				65" interactive panel same spec as 86"
B125	CLASSROOM	1	1				
B126	CLASSROOM	1	1				
B127	RESOURCE	1	1				
B128	CLASSROOM	1	1				
B129	CLASSROOM	1	1				
B130	CLASSROOM	1	1				
B134	BIOLOGY LAB	1	1				
B135	INTERV.	1	1				65" interactive panel same spec as 86"
B136	PHYSICAL/ENVIRONMENTAL LAB	1	1				
B137	COLLAB			1			Non-Interactive 4k monitor 65" diagonal
B138	PREP						
B140	CHEM/PHYSICS LAB	1	1				
B142	RESOURCE	1	1				
B143	PATHWAYS	1	1				
B144	PATHWAYS	1	1				
B145	PATH KITCHEN						
B146	PATH OFFICE						
B200	CORRIDOR				2		
B201	JUMP START						
B202	QUIET						
B204	PT						
B205	OT						
B206	MIDDLE LIFE SKILLS	1	1				
B208	CLASSROOM	1	1				

B209	SW OFFICE					
B210	SPEECH/ TESTING					
B211	CASE MNGR					
B216	CLASSROOM	1	1			
B218	CLASSROOM	1	1			
B219	INTERV	1	1			65" interactive panel same spec as 86"
B220	CLASSROOM	1	1			
B223	COLLAB			1		Non-Interactive 4k monitor 65" diagonal
B224	CLASSROOM	1	1			
B225	CLASSROOM	1	1			
B226	RESOURCE	1	1			
B227	CLASSROOM	1	1			
B228	CLASSROOM	1	1			
B229	TEACHER WORKROOM					
B230	CLASSROOM	1	1			
B231	COLLAB/KITCHEN					
B232	MS EARTH SCIENCE	1	1			
B233	TEACHERS WORKROOM					
B234	INTERV	1	1			65" interactive panel same spec as 86"
B235	MS LIFE SCIENCE	1	1			
B237	PREP					
B239	MS PHYSICAL SCIENCE	1	1			
B240	RESOURCE	1	1			
B242	IT					
C100	VEST.					
C101	CORRIDOR				2	
C101A	IT					
C102	CLEAN ROOM	1	1			
C104	FINISH					
C105	CLEAN ROOM	1	1			
C108	METALS LAB					
C109	TR					
C110	INNOVATION LAB	1	1			
C111	CORRIDOR					
C113	WOMENS PUBLIC WC					
C115	HS GYM					1
C120	HS GYM OFFICE					
C122	MS GYM OFFICE					
C124	OFFICIALS/ COACHES					
C126	CORRIDOR					
C127	CORRIDOR					
C129	FITNESS			1		Non-Interactive 4k monitor 65" diagonal
C130	MS GYM					1
C131	GYM STOR.					
C133	VEST					
C135	MAINT					
C136	LSCW OFFICE					
C137	AD OFFICE					
C139	DRESSING					
C140	PRACTICE					
C141	PRACTICE					
C142	CORRIDOR					
C146	BAND & MUSIC	1	1			Note: Music Room Audio spec.
C148	CORRIDOR					
C150	STAGE					
C151	AUDITORIUM					
C152	CAFETERIA COMMONS				1	
C155	OFFICE					
C156	KITCHEN					
C245	CORRIDOR					
		44	44	10	9	3
		Interactive Monitor	Audio Sys	Monitor	Digital Signage	Mobile Monitor

The (3) 86" Mobile Monitors are the same spec as Interactive Monitors in classrooms but on mobile carts.

Include (1) Portable audio system.

Note that (4) of the 44 interactive monitors are 65" models.

Note that (1) of the 44 audio systems is the music room specification, not a typical classroom.