

Nokomis Middle – High School  
Newport, ME  
RSU 19  
Bidding Documents Network Systems

SECTION 2-A

NOTICE TO CONTRACTORS

PUBLIC SCHOOL PROJECT

Sealed proposals, in envelopes plainly marked proposal for:

**Nokomis Middle – High School, Educational IT Systems, Newport, Maine 04953.**

**Dated: 03/12/2019**

Brief Job Description:

**Furnishing of, coordination, installation and training of Network and IT equipment for the new (currently under construction) Nokomis Middle – High School, Newport, ME.**

Addressed to: **RSU 19**  
**PO Box 40**  
**Newport, ME 04953**

**Bids shall be emailed in PDF format, in the same message, delivered to [John@TabbTech.com](mailto:John@TabbTech.com), [JGrant@RSU19.net](mailto:JGrant@RSU19.net) and [LGoodridge@RSU19.net](mailto:LGoodridge@RSU19.net) and received no later than 2:00 PM (Eastern Time), on Wednesday, March 27, 2019. Bids received after 2:00 PM (Eastern Time) will not be considered.**

**Any questions must be submitted via email no later than 12:00 PM on March 25, 2019. Answers will be forwarded to all bidders and be considered part of the RFP documents.**

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 bid opening and presence at the opening is not required.

The successful bidder will be required to furnish a 100% contract performance bond and a 100% contract payment bond to cover the execution of the work which shall be in conformity with the form of bonds contained in section 2-C of the specifications and for the contract amount.

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

**TabbTech**

[John@TabbTech.com](mailto:John@TabbTech.com)  
Contact: John Tabb

Maine BREM website:

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

**END OF SECTION**

**Request for Proposals**  
**for**  
**Data Communications / IT**  
**Equipment and Installation**

Issued 03/12/2019

**Overview of the bidding process and  
Instructions to bidders for the technology systems for the New Nokomis  
Middle/High School in Newport, Maine.**

The RSU 19 is currently constructing a new Middle/High School in Newport, Maine to be completed in 2019. Following this introduction are specifications for the Network and limited IT systems to be included in the school.

The response to this Request for Proposals must be a written proposal indicating the products to be provided and installed to meet the specifications and the unit pricing for each major section. Please indicate pricing of major categories of products and unit pricing where requested. Written responses are due at 2:00PM on March 27, 2019.

Email delivery of proposals will be acceptable. All emailed proposals shall be in PDF format and delivered simultaneously to the following (3) recipients: [John@tabbtech.com](mailto:John@tabbtech.com), [LGoodridge@RSU19.net](mailto:LGoodridge@RSU19.net), [JGrant@RSU19.net](mailto:JGrant@RSU19.net)

No announcement will be made at the bid opening regarding which bidders may be awarded the contract.

RSU 19 reserves the right to award the contract to the provider with the proposal deemed to be the best value. Determination of the proposal with the best value is solely at the discretion of the RSU 19. RSU 19 reserves the right to reject all proposals.

All reimbursable expenses shall be included in the base bid. These shall include but not be limited to:

1. Mileage traveled in connection with this Agreement.
2. Processing fees paid for securing approval of authorities having jurisdiction over the project.
3. Any paper reproductions for submissions, which require signed approval by State government or regulatory agencies i.e the FCC.
4. Postage, handling, and delivery of any project related Instruments.
5. Misc. costs associated with the delivery of this proposal.

Those interested in bidding on this project should register their interest via email to [John@TabbTech.com](mailto:John@TabbTech.com). in order to be notified of any addenda or further information regarding this RFP. Any questions shall be emailed to John Tabb at [John@TabbTech.com](mailto:John@TabbTech.com). Responses shall be considered part of the RFP documents and will be emailed to all bidders. Questions must be submitted by 12:00 noon two days prior to the due date.

## I. GENERAL

- A. These specifications are for installed, configured, warranted, and tested data communications systems for the new Nokomis Middle/High School.
- B. The intent is for vendors to meet all specific features listed in this request for proposal (RFP). If there are alternates that would be of benefit to the owner either through reduced cost or improved functionality or flexibility, 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 (price/performance).
- C. All work on site must be performed in compliance with rules and guidelines established by the general contractor. The winning bidder will be working directly for RSU 19 but work may occur while the building is controlled by the General Contractor.
- D. The contractor shall complete all work of this Agreement per the General Contractor's project schedule submitted and accepted by the MDOE.
- E. Compliance with all relevant codes including but not limited to:
  - 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. Equipment types included in this RFP
  - 1. Ethernet switching and routing.
  - 2. Wireless network equipment.
  - 3. Mounting accessories and miscellaneous hardware.
  - 4. Fiber optic jumpers.
  - 5. UPS systems.
  - 6. Any power supplies or ancillary equipment that is required to allow the specified systems to function.
- G. Project Conditions
  - 1. The School is a new facility currently under construction. The school is

scheduled to open in Phases with the Middle School portion in the August of 2019 and the High School November 22, 2019. Work shall be completed in time for each phase to be fully functional.

2. It is expected that many of the systems described herein will be installed while other trades are completing their work. Careful coordination with other trades will be required to avoid damage to equipment and finished building areas. Damage to existing conditions by the systems vendor will be their responsibility to repair to new condition consistent with construction documents for the project. Damages incurred and not repaired by systems vendor will be completed by the Owner and deducted from the amount due to the systems vendor.
3. Cleanup will be done daily and removed from site. Do not expect to use any onsite dumpsters as they are for strict use by the general contractor and their subcontractors. Areas worked in shall be left in a vacuumed condition, for areas completed by the general contractor prior to your work being done or completed. In all cases leave the area in better condition than you found it.
4. Training will be required shortly after the school has opened in the fall. Schedule for training to be coordinated with the owner according to the parameters listed below.
5. Related systems provided and installed by others:
  - a. Structured cabling system for Voice and Data including equipment racks, cabling, patch panels, and workstation jacks.
  - b. Phone System.
  - c. AV systems.
  - d. Intercom System.
  - e. Conduits, Back Boxes, and Cable Tray.

#### H. PERFORMANCE REQUIREMENTS

1. Submit proposal with recommendations that maximizes the features described herein. Include documentation on major system components with the proposal (e.g. brochure or technical data sheet).
2. Based on the written response to this RFP selected bidders may be given an opportunity to meet with the Owner to present the design, features, and benefits of their proposal. The intent is to allow the vendors to present those features specific to their system which they believe will provide the Owner with the maximum benefit within the budget.
3. 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.

4. A heat map for WiFi coverage will be required before installation commences. PDF floorplans will be provided to assist in this process. Following installation a test of signal strength levels throughout occupied areas of the building and selected outside areas shall be performed with coverage gaps clearly identified.
5. Each proposal must include a description of Owner training which is included with the purchase of equipment and the incremental cost to acquire additional training as needed.
6. Include proof of manufacturers approved supplier status for major system components where this is required for warranty service.
7. Each vendor must include a list of at least 5 similar projects completed in the last 3 years. Provide contact information including contact name, organization, phone, and email.

I. ALTERNATES

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 equal to or better than that of the material specified.
2. Detailed specifications and, if the Owner determines it is necessary, samples of proposed alternate products shall be provided to the Designer for review prior to purchase or installation of proposed alternates.
3. Cost for removal and replacement of any unapproved alternates pertaining to the items specified in this section is the sole responsibility of the systems installer.

J. SUBMITTALS

1. Provide submittals in pdf format following award of contract but prior to commencing work. Any work commencing prior to approval is at the system installer's own risk.
2. Submittal documentation shall include the following:
  - a. Table of contents.
  - b. Systems installer Name, Contact Name, Address, Telephone Number, Fax Number, and email address.
  - c. Manufacturers' certificate of warranty for the complete (or each and every of the various subsystems) Communications System. Clear documentation of effective warranty periods. All warranties shall be filled out in the Owner's name.
  - d. 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.
- iv. Original copies of manufacturer's installation and operation instructions arranged alphabetically by manufacturer.

3. Technical Diagrams and Drawings:

- a. Provide a simplified single line drawing showing functional relationships and interconnection of all equipment. These drawings should be sufficient to provide information that a technician who is unfamiliar with the installation be able to efficiently troubleshoot and service the system.
- b. A complete set of all technical diagrams and drawings shall be mounted on the wall either behind a plastic cover or in a durable file holder (as determined by the owner) in the main telecommunications room.

## II. PRODUCTS

### A. Network Switches

- 1. All ports shall be 10/100/1000 auto sensing with PoE available on all ports. Note: it is the responsibility of the installer to insure that PoE capabilities of the switches meet the power requirements of attached access points.
- 2. Switches shall be capable of layer 2 routing.
- 3. Switches shall support management protocols SNMP 1, RMON 1, RMON 2, RMON 3, RMON 9, TELNET, SNMP 3, SNMP 2C, HTTP. And be manageable through either a GUI or command line interface.
- 4. VLAN support including complete IEEE 802.1Q.
- 5. Switches shall be stackable with a single IP address for a stack of up to 16 switches.
- 6. Where multiple switches are located in the same telecommunications room they shall be configured as a single stack with a single uplink module in the stack. Each uplink module shall support 4 optics modules.
- 7. Uplink optics shall be included in a quantity of 1 per every 96-ports in the stack. If there are more than 96-ports in a stack uplink modules shall be trunked to divide the backbone load over multiple links to the network core.
- 8. The switch stack in the MDF must be equipped with fiber optic modules to accept incoming fiber links from all IDF's plus the capacity for an additional 20%.
- 9. Link between telecommunications rooms shall be 10Gbps on OS1, singlemode fiber (there is a 12-strand SM fiber optic cable installed from the main equipment room to each telecommunications room).

10. Verify full functionality of backbone link and interconnection between each switch in each stack.
11. Switches shall be HP Procurve, Cisco, Dell, or pre-approved alternate.
12. See Appendix A for switch quantities.

B. Layer 3 Switch

1. A single layer 3 switch shall be provided for the interface between the Nokomis Network and the School District through owned singlmode fiber optic cables.
2. The Switch shall have 24 fixed 10/100/1000 ports with the capability of accepting up to 4 optional uplink ports. Included with the switch shall be (2) gigabit fiber optic modules for connection to the School District over singlemode fiber.
3. Switch shall support management protocols SNMP 1, RMON 1, RMON 2, RMON 3, RMON 9, TELNET, SNMP 3, SNMP 2C, HTTP. And be manageable through either a GUI or command line interface.
4. Switch shall be capable of IEEE 802.1p traffic prioritization with the ability to prioritize based on layer 4 prioritization based on TCP/UDP port numbers.
5. Switch shall be capable of being managed and deployed at the edge of an IPv6 network as an Ipv6 host. Switch shall be capable of supporting both IPv4 and Ipv6 concurrently to provide a transition mechanism between both protocols.
6. Switch shall have dual flash images for primary and secondary operating system files for backup while upgrading.

C. Patch Cords

1. Fiber Optic jumpers of duplex 8/125 $\mu$  OS1 fiber with appropriate connector types to mate between the fiber optic patch panel and fiber port on the associated switch (e.g. LC, SC, etc.). Length determined by distance from switch to fiber patch panel with 1.5 meter added length allowance for future moves within the rack. Confirm connector compatibility with backbone infrastructure and switch ports prior to ordering.
2. Category 6 copper patch cords are already owned for connectivity between the patch panels and switches in the TR's. Cat6 patch cords required to connect to wireless access points shall be included as part of this proposal.

D. Wireless network system

1. Wireless network equipment shall be by the following manufacturers or approved alternates:
  - a. Ruckus
  - b. Aruba



- c. Meraki
    - d. Aerohive
  - 2. Wireless system shall be capable of WiFi5 with throughput capability of 1.5 Gbps.
  - 3. Wireless network shall be a managed system capable of dynamically adjusting to traffic loads that move throughout the facility due to the use of systems.
  - 4. System may be configured with either a cloud controller, or via an onsite management device. Licensing shall be included for the first year and annual fees for additional years shall be noted in the proposal.
  - 5. Load balancing shall be automatic and not require action on the part of network technicians once the system is configured.
  - 6. Access points shall be powered through 802.3af PoE.
  - 7. Access points shall include all mounting hardware for both wall and ceiling tile rail installations.
  - 8. Protective covers shall be installed over access points in the gyms.
  - 9. Basis of design are the following models from Ruckus. Acceptability of other manufacturer's products will depend on meeting the capabilities of the models below.
    - a. Indoor AP – Ruckus Model 720.
    - b. Outdoor AP – Ruckus Model T610 (not used at this time).
- E. Firewall
- 1. Basis of design is the Dell Sonicwall NSA 6650.
  - 2. Multi-core hardware design with 12 Gbps stateful throughput.
  - 3. Bi-Directional deep packet inspection.
  - 4. (6) 10GbE SFP+, (2) 10GbE, (4) 2.5GbE SFP, (8) 2.5GbE, (8) 1GbE, (1) GbE management, and one console interfaces.
  - 5. 64GB built in storage.
  - 6. On-box and cloud-based threat detection.
  - 7. Centralized management.
- F. UPS
- 1. Basis of design is the APC Smart-UPS 1500.
  - 2. Shall be rack mounted, install at the lowest available location on racks with network switches.
  - 3. 1.44 kVA Output power capacity.

4. Nominal output voltage of 120V.
5. Less than 5% output voltage distortion.
6. Nominal input voltage of 120V, with NEMA 5-15P input connector.
7. Hot-swappable leakproof sealed battery.
8. Full time noise filtering and surge protection to 680 Joules.
9. Automatic self testing and disconnected battery notification.
10. Ethernet interface port.
11. LCD status and control panel.

G. WARRANTY

1. Switches, firewall, and wireless equipment shall have a 3-year, advance replacement, manufacturers warranty included in the base bid.
2. Additional warrantee options shall be listed as add alternate(s).

III. EXECUTION

A. FIELD QUALITY CONTROL

1. Provide an on-site job supervisor to coordinate with the General Contractor and all trades throughout the performance of the work through completion.
2. There will be Pre-Start Meeting to review existing conditions and project schedule with General Contractor.
3. Owner will require a schedule to be submitted prior to commencing along with a Purchase & Delivery Schedule to be updated regularly.
4. Network equipment may not be staged at the site as secure storage may not be available.
5. Do not drop ship equipment to the job site or any school facility.
6. Perform operational test on completed installation to verify proper operation of all systems.

B. FIELD SERVICES

1. Install all equipment and make final connections to equipment. This includes installation of access points throughout the school and any network equipment in telecommunication rooms. Note, cabling from telecommunications rooms to

access point locations is by others. Patch cord from the data jack to the access point to be provided as part of this scope.

2. Perform field inspection and testing.
3. Provide design assistance, installation, configuration including but not limited to: DHCP scopes, VLANs, guest on boarding, SSID setup, etc.
4. Demonstrate system operation and provide on site training.
5. Provide the services of a manufacturer trained, authorized, technician to supervise the installation and final connections, plus adjusting, programming and all testing of the system required to assure a complete and fully operative facility and to instruct designated personnel in the operation, adjustment, testing and maintenance of the system.

#### C. TRAINING

1. Provide one training session for the Owners IT staff on configuration, maintenance, and troubleshooting of network equipment.
2. Training shall include
  - a. Use of management features.
  - b. How to configure 802.1P and 802.1Q features.
  - c. Configuration of a replacement switch or wireless access point.

#### D. SUPPORT

1. Provide 1-year of unlimited phone support.
2. Provide monitoring and management services for the wireless network for a 1-year period.

## Appendix A

Switch Count and Type by Data Room:

		<b>48-PORT SW</b>	<b>UPS</b>	<b>WAP</b>
H153	DATA	2	2	11
H220	DATA	3	2	23
H121	DATA	1	2	8
H009	DATA	1	2	10
M022	DATA	2	2	11
M129	DATA	3	2	11
M162	DATA	3	2	14
M228	DATA	3	2	19
		<b>18</b>	<b>16</b>	<b>107</b>

**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 Contractor'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, Inc.,**  
**Contact: Steve Burton 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, Inc. 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, Inc.**. 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 **Nickerson & O'Day, Inc.**. 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, Inc.. 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, Inc.. 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, Inc.. 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, Inc. 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. 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 Owner 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.

#### **1.06 SUBMITTALS**

- A. See Request for Proposals 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. NOT USED

#### **1.09 TEMPORARY FACILITIES**

- A. NOT USED

#### **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, **Nickerson & O'Day, Inc.** 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, Inc. 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 Nickerson & O'Day, Inc.. Nickerson & O'Day, Inc. 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 Request for Proposal - 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 Request for Proposal, for requirements regarding:
- 1. Substantial Completion procedures, including Project Close-out Meeting and Occupancy Permit.
  - 2. 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. Operating and maintenance instructional sessions.
  - 8. Final cleaning.
- 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 **May 1, 2019 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 23, 2019 and November 22, 2019 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 23, 2019. However, under no circumstances shall the project be considered Substantially Complete prior to July 15, 2019.
  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**

**SECTION 01 00 30  
ELECTRONIC MEDIA**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The provisions of this Section 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. Following the receipt of a written request by the Contractor, signed Electronic Data Transfer and Non-Disclosure Agreement, and if applicable, payment in full from the Contractor, the Architect will make available an electronic data version of the Project, for the limited purposes described in this Agreement. It shall be the Contractor's responsibility to make electronic files available to subcontractors in accordance with the Electronic Data Transfer and Non-Disclosure Agreement.

**ELECTRONIC DATA TRANSFER AND NON-DISCLOSURE AGREEMENT**

The Agreement is entered into and agreed by, between and among the Designer (THE DESIGNER), and TO BE DETERMINED (Recipient) and is made in reference to the Nokomis Middle – High School Project. It is understood and agreed that it may become desirable for THE DESIGNER to make certain Instruments of Service in electronic machine readable format, hereinafter referred to as "Electronic Data" available to other parties related to the Project. It is also understood that such information is proprietary to THE DESIGNER and that THE DESIGNER intends to limit its distribution and use. It is the intent of the Agreement to govern all circumstances under which Electronic Data is made available by THE DESIGNER.

In consideration of the request of TO BE DETERMINED (Recipient) to THE DESIGNER to deliver to Recipient or otherwise enable the Recipient to access certain Electronic Data for use on the Project, the parties mutually agree as follows:

1. Electronic Data includes but is not limited to, computer-aided design files including native file formats (DWG), Building Information Models (BIM), files produced by word processing, spread sheet, scheduling, data base and other software programs. Computer-Aided-Design files shall be provided as Autocad.dwg files. Building Information Models shall be provided as Revit.rvt files.

2. The means by which the Electronic Data is transferred may include, but are not limited to, electronic mail, File Transfer Protocol sites and CD-Rom, transmitted between the parties in this Agreement. Recipient acknowledges that Electronic Data transferred in any manner or translated from the system and format used by THE DESIGNER to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. Accordingly, THE DESIGNER makes no warranty, express or implied, as to the correctness, accuracy, and/or completeness of the information transferred. Although THE DESIGNER may issue information throughout the development of the Project, THE DESIGNER does not represent that the information provided includes all revisions to-date, nor shall THE DESIGNER assume any responsibility for providing updated information as the Project proceeds.

3. THE DESIGNER reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred, which originals shall be referred to and shall

govern in the event of any inconsistency with the transferred data. Should the recipient discover errors or conflicts in any transferred files, he shall promptly notify THE DESIGNER.

4. As consideration to THE DESIGNER for the transfer of the Electronic Data, Recipient agrees that the use of Electronic Data shall be entirely at his/her own risk, and that THE DESIGNER shall not be liable for, and Recipient hereby waives all claims and agrees to indemnify and hold THE DESIGNER harmless from all liabilities, claims, losses, damages or expenses (including attorneys' fees) arising out of, or connected with: (1) the transfer of Electronic Data by any means; or (2) the use, modification or misuse of the Electronic Data by parties other than THE DESIGNER; or (3) the limited life expectancy and decline of accuracy or readability of the Electronic Data due to storage; or (4) translation and data errors; or (5) any use of the Electronic Data by any third parties receiving the data from other parties to this Agreement; or (6) the incompatibility of software or hardware used by THE DESIGNER and the other parties to this Agreement.

**5. The Electronic Data provided by THE DESIGNER under the terms of this Agreement is the proprietary information of THE DESIGNER, containing designs, details, model elements and other information developed by THE DESIGNER. THE DESIGNER is willing to supply such information only if the Recipient enters into this Non-Disclosure Agreement and agrees to strictly enforce its terms and conditions. All Electronic Data is to be treated as confidential and is not to be disclosed to or shared with any third parties, not expressly allowed herein, without THE DESIGNER's express, written consent.**

6. Recipient agrees to maintain and protect any and all proprietary information of THE DESIGNER and to exercise great care in the preservation of its confidentiality. The Recipient will disclose the proprietary information only to its own employees, and then only to the extent required for the design and construction of this Project. The Recipient shall be responsible for any unauthorized use or disclosure of THE DESIGNER's proprietary information by anyone to whom it may disclose such information.

7. The Recipient agrees that any and all Electronic Data shall remain the property of THE DESIGNER. Neither the execution of this Agreement, nor the transfer of Electronic Data shall constitute a conveyance or transfer to the Recipient of any right, interest, or license in the proprietary materials. The Recipient shall not reproduce any proprietary information without the express written authorization of THE DESIGNER.

8. Electronic Data are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Electronic Data do not replace or supplement the paper copies of the Drawings and Specifications which are and remain, the Construction Documents for the Project.

**9. Electronic Data shall only be used for purposes allowable by this Agreement. It is understood and agreed that, without the separate express written permission of THE DESIGNER to do so, the Electronic Data are not to be used for any purpose whatsoever, by anyone (any contractor or any of its subcontractors of any tier or any materials supplier or vendor) other than the Recipient. It shall be the responsibility of the Recipient to notify THE DESIGNER of any and all third parties with whom the Recipient wishes to share THE DESIGNER's Electronic Data, to identify the intended uses of the information, and to obtain THE DESIGNER's prior written authorization to share THE DESIGNER's information.**



10. All transmittal of Electronic Data whether by CD-Rom, e-mail, Internet or any other methods shall require that the file name, size, date and time be recorded along with the date and time of transmission (if by electronic means) and the identity of the sender and recipient.

11. The Recipient further agrees to indemnify and save harmless THE DESIGNER and its sub-consultant and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys' fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of the Electronic Data Transfer Agreement; or 2) a defect, error or omission in the Electronic Data or the information contained therein, which defect error or omission was not contained in the Contact Documents as defined in paragraph 3 or where the use of such Contact Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

12. This agreement shall be interpreted under the laws of the State of Maine. The Recipient hereby agrees that the breach of this Agreement by the Recipient will cause THE DESIGNER considerable harm, and THE DESIGNER shall be entitled to recover damages, as well as all expenses and costs incurred by THE DESIGNER arising out of or related to such breach, including, without limitation, reasonable attorney's fees and costs.

13. In general, the protocols for the distribution of Electronic Data shall be as follows:

- a. THE DESIGNER may make certain Electronic Data available to TO BE DETERMINED (Recipient - MUST be Owner or General Contractor) free of charge, providing that:
  - 1) Such files can be issued in the format currently used by THE DESIGNER, without modification.
  - 2) The Recipient delivers to THE DESIGNER a fully executed copy of this Agreement and, among other requirements, agrees not to share THE DESIGNER's Electronic Data with any third parties without THE DESIGNER's prior written authorization.
- b. In the event the Recipient wishes to share THE DESIGNER's Electronic Data with a third party:
  - 1) The Recipient shall first forward a complete list of all such third parties to THE DESIGNER for THE DESIGNER's prior written authorization. The list shall include all third party names, addresses, telephone numbers, and email addresses.
  - 2) Each individual third party shall then deliver, through the Recipient, a fully executed copy of this Agreement.
- c. In the event that it is necessary for THE DESIGNER to convert files from its currently used format of Revit to an alternative format, THE DESIGNER shall be compensated for such conversion at the rate of \$75.00 per file, payable in advance.

The parties have executed this Agreement as of the dates stated below:

RECIPIENT  
Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE DESIGNER  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF SECTION**

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Sec. 3-A

SECTION 3-A

STATE OF MAINE

STANDARD GENERAL CONDITIONS  
AND  
CONTRACT WORK

For

PUBLIC SCHOOL PROJECTS

Public School Projects  
Sec. 3-A

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 Designers approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractors have, 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 Contractors 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 permits shall be paid directly by the Owner. 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**

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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.

#### **ARTICLE 14: INSPECTION OF WORK**

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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 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

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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:

- A. By estimate and acceptance in a lump sum.

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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.

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.

**ARTICLE 20: CORRECTION OF WORK**

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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 possession of the premises and of all materials, tools and appliances thereon and finish

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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 contract 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 Designer, may be made on account of materials not incorporated in the Work but

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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 damages proved to be solely caused by Contractor's negligence.

**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