

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

PERMIT ISSUED

Permit Number: 060997

AUG - 4 2006

This is to certify that ZAFRISON JAMES P /Knobbs Industrial Serviceshas permission to Exterior renovations to existing facadeAT 320 EASTERN PROMENADE

L 015 A002078

CITY OF PORTLAND

provided that the person or persons term or condition accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

ification of inspection must be
en and when permission provided
before this building or part thereof is
ed or service closed-in 4
OUR NOTICE REQUIRED

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

[Signature] 8/2/06
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No:	06-0997	Issue Date:	015 A002078
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320 EASTERN PROMENADE	ZAFRISON JAMES P	Owner Address:	340 EASTERN PROMENADE # 254
Business Name:	Contractor Name:	Contractor Address:	295 New Portland Road, Portland, ME 04107
Lessee/Buyer's Name	Phone:	Permit Type:	Zone:
		Alterations - Commercial	

Past Use:	Proposed Use:	Permit Fee:	Cost of Work	CEO District:
Residential 80 unit	Residential 80 unit Exterior renovations to existing facade	\$4,020.00	\$400,000.00	I

Proposed Project Description:	FIRE DEFT:	INSPECTION:
	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Use Group: FACADE REPAIRS 8/2/06 [Signature]
	Signature:	Signature:

Permit Taken By:	Date Applied For:	Zoning Approval
dmartin	07/07/2006	

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> late:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied late:
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 06-0997	Date Applied For: 07/07/2006	CBL: 015 A002078
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320 EASTERN PROMENADE	ZAFRISON JAMES P	340 EASTERN PROMENADE # 254	
Business Name:	Contractor Name: Knowles Industrial Services	Contractor Address: 295 New Portland Road Gorham	Phone (207) 854-1900
Lessee/Buyer's Name	Phone:		Permit Type: Alterations - Commercial
Residential 80 unit Exterior renovations to existing facade		Exterior renovations to existing facade	

Dept: Building**Status:** Approved**Reviewer:** Mike Nugent**Approval Date:** 08/02/2006**Note:****Ok to Issue:** ☒**Dept:** Fire**Status:** Approved with Conditions**Reviewer:** Cptn Greg Cass**Approval Date:** 07/17/2006**Note:****Ok to Issue:** ☒

1) Construction shall not impede any means of egress

2) Fire suppression system shall be reviewed for code compliance and a written plan of correction filed.

Comments:

7/19/2006-mjn: Advised the contractor and left a message with the engineer that we need a statement of special inspections and additional seismic information



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Ea		0-1101
Total Square Footage of Proposed Structure _____		Square Footage of Lot _____
Tax Assessor's Chart, Block & Lot Chart# <u>015</u> Block# <u>A</u> Lot# <u>002018</u>		Owner: <u>Promenade East Condo Assoc.</u> Telephone: <u>6034984588</u>
Lessee/Buyer's Name (If Applicable) _____	Applicant name, address & telephone: _____	cost Of Work: \$ <u>400,000.00</u> Fee: \$ _____ C of O Fee: \$ <u>4,000.00</u>
Current Specific use: <u>Residential Condo</u> Proposed Specific use: <u>SAME</u>		
Project description: <u>Remove course of Brick (double soft joint)</u> <u>install shelf angles at under each panel, by bolting angle into slab</u> <u>with epoxy anchors install carbon fiber Rods to strength panel.</u> <u>(This work needs to be complete by October)</u>		
Contractor's name, address & telephone: <u>Knuckles Industrial Services, Gorham, ME, 301-3375</u> <u>295 New Portland Rd 04038</u>		
Who should we contact when the permit is ready: <u>Jim Zafinson</u> Mailing address: <u>340 Eastern Promenade #254</u> <u>Portland, ME, 04101</u> <u>Larry Graham @ EWE for engineering questions 781-249-3144</u>		

Please submit all of the information outlined in the Commercial Application Checklist.

Failure to do so will result in the automatic denial of your permit.

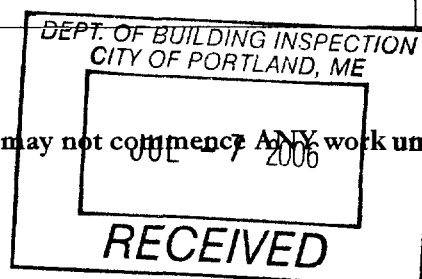
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: _____

Date: 7-7-06

This is not a permit; you may not commence ANY work until the permit is issued.





CITY OF PORTLAND
BUILDING CODE CERTIFICATE
389 Congress St., Room 315
Portland, Maine 04 101

TO: Inspector of Buildings City of Portland, Maine
Department of Planning & Urban Development
Division of Housing & Community Service

FROM: LAWRENCE GRAHAM, PE

RE: Certificate of Design

DATE: 7/06/06

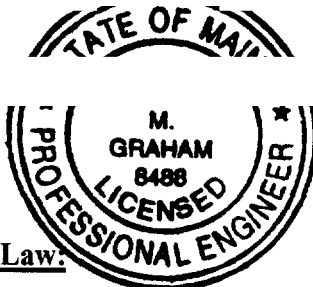
These plans and / or specifications covering construction work on:

PROMENADE EAST CONDOMINIUM (340 EASTERN PROMENADE)

EXTENSION MASONRY REPAIRS & WINDOW REPLACEMENT

Have been designed and drawn up by the undersigned, a Maine registered Architect/
Engineer according to the *ternational Building Code* and local amendments.

(SEAL)



As per Maine State Law:

\$50,000.00 or more in new construction, repair
expansion, addition, or modification for
Building or Structures, shall be prepared by a
registered design Professional.

Signature: [Signature]

Title: SENIOR ASSOCIATE

Firm: WISS, TANNY, ELSTNER

Address: 245 FIRST ST.

SUITE 1200

CAMBRIDGE, MA

02142

FROM DESIGNER: LAWRENCE GRAHAM, PE & WISS, JANNEY, EUSTON ASSOC.

DATE: JULY 7, 2006

Job Name: PROMENADE EAST CONDOMINIUM FACADE ?A1—

Address of Construction: 340 EASTERN

2003 International Building Code

Construction project ~~was~~ designed according to the building code criteria listed below:

Building Code and Year 2003 IBC Use Group Classification(s) CATEGORY II

Type of Construction _____

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC _____

Is the Structure mixed use? NO if yes, separated or non separated (see Section 302.3) _____

Supervisory alarm system? _____ Geotechnical/Soils report required? (See Section 1802.2) _____

STRUCTURAL DESIGN CALCULATIONS		<u>N/A</u>	Live load reduction (1603.1.1, 1607.9, 1607.10)
<u>N/A</u>	Submitted for all structural members (106.1, 106.1.1)	<u>N/A</u>	Roof live loads (1603.1.2, 1607.11)
DESIGN LOADS ON CONSTRUCTION DOCUMENTS (1603)		Roof snow loads (1603.1.3, 1608)	
Uniformly distributed floor live loads (1603.1.1, 1607)		<u>N/A</u>	Ground snow load, P_g (1608.2)
Floor Area Use	Loads Shown	<u>N/A</u>	If $P_g > 10$ psf, flat-roof snow load, P_r (1608.3)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	If $P_g > 10$ psf, snow exposure factor, C_e (Table 1608.3.1)
_____	_____	<u>N/A</u>	If $P_g > 10$ psf, snow load importance factor, I_s (Table 1604.5)
_____	_____	<u>N/A</u>	Roof thermal factor, C_t (Table 1608.3.2)
_____	_____	<u>N/A</u>	Sloped roof snowload, P_s (1608.4)
Wind loads (1603.1.4, 1609)		<u>C</u>	Seismic design category (1616.3)
ASCE 7 - ANALYTICAL Design option utilized (1609.1.1, 1609.6)		<u>N/A</u>	Basic seismic-force-resisting system (Table 1617.6.2)
<u>100 mph</u>	Basic wind speed (1609.3)	<u>N/A</u>	Response modification coefficient, R , and deflection amplification factor, C_d (Table 1617.6.2)
<u>II / 100</u>	Building category and wind importance factor, I_w (Table 1604.5, 1609.5)	<u>N/A</u>	Analysis procedure (1616.8, 1617.5)
<u>D</u>	Wind exposure category (1609.4)	<u>N/A</u>	Design base shear (1617.4, 1617.5.1)
<u>+0.18</u>	Internal pressure coefficient (ASCE 7)	Flood loads (1603.1.6, 1612)	
<u>35/65 psf</u>	Component and cladding pressures (1609.1.1, 1609.6.2.2)	<u>N/A</u>	Flood hazard area (1612.3)
<u>N/A</u>	Main force wind pressures (1609.1.1, 1609.6.2.1)	<u>N/A</u>	Elevation of structure
Earthquake design data (1603.1.5, 1614 - 1623)		Other loads	
<u>ASCE 7</u>	Design option utilized (1614.1)	<u>N/A</u>	Concentrated loads (1607.4)
<u>II</u>	Seismic use group ("Category") (Table 1604.5, 1616.2)	<u>N/A</u>	Partition loads (1607.5)
<u>$S_{DS} = 0.371g$</u>	Spectral response coefficients, S_{DS} & S_{D1} (1616.1)	<u>N/A</u>	Impact loads (1607.8)
<u>$S_{D1} = 0.128g$</u>		<u>N/A</u>	Misc. loads (Table 1607.6, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

Statement of Special Inspections

Project: *Promenade East Condominiums*

Location: *340 Eastern Promenade, Portland, ME 04101*

Owner: *Promenade East Condominium*

Design Professional in Responsible Charge: *Lawrence Graham, P.E.*

This Statement of Special *Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This Statement of Special Inspections encompass the following disciplines:

- ☒ Structural ☐ Mechanical/Electrical/Plumbing
☐ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A Final Report of Special Inspections documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Bi-monthly*

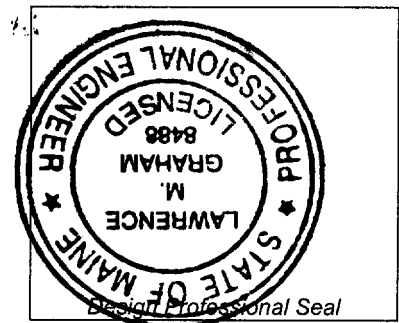
or ☐ per attached schedule.

Prepared by:

Lawrence Graham, P.E.

(type or print name)

[Signature] *7/27/06*
Signature Date



Owner's Authorization:

Building Official's Acceptance:

[Signature] *7-27-06*
Signature Date

Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

Masonry Repairs
 Structural Steel Lintels
 Cold-Formed Steel Framing at Soffit Repairs
 Exterior Insulation and Finish System
 Seismic Requirements

Special Inspection	Firm	Address, Telephone, e-mail
1. Special Inspection Coordinator	Wiss, Janney, Elstner Associates (WJE) Lawrence Graham, PE	245 First Street, Suite 1200 Cambridge, MA 02142 (617)-225-9080 lgraham@wje.com
2. Testing Agency	To be determined	
3. Engineer of Record	Wiss, Janney, Elstner Associates (WJE)	245 First Street, Suite 1200 Cambridge, MA 02142 (617)-225-9080 lgraham@wje.com

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category **D**

Quality Assurance Plan Required (Y/N) **Y**

Description of seismic force resisting system and designated seismic systems:

Seismic force resisting system is existing steel frame with cross-braces and concrete floor diaphragms. Proposed facade repair work does not modify existing seismic force resisting system, but provides an alternate load path for exterior wall panels and their anchorage to existing structural elements.

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) **100 mph**

Wind Exposure Category **D**

Quality Assurance Plan Required (Y/N) **N**

Description of wind force resisting system and designated wind resisting components:

Wind force resisting system is existing steel frame with cross-braces and concrete floor diaphragms. Proposed facade repair work does not modify existing wind force resisting system, but provides an alternate load path for exterior wall panels and their anchorage to existing structural elements.

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the Agency Number on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training– a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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Other

Masonry

Item	Agency # (Qualif.)	Scope
1. Material Certification	WJE	Collect mix design for mortar and certificates of compliance for masonry constituents. Review for conformance to specifications.
2. Mixing of Mortar and Grout	Agency ICC-SMSI	Inspect proportioning, mixing and retempering of mortar and grout for conformance to the specifications weekly.
3. Mortar Joints	WJE ICC-SMSI	Inspect construction of mortar joints including tooling and filling of head joints weekly.
4. Reinforcement Installation	WJE/Local ICC-SMSI	<p>Before installation of the carbon fiber reinforced polymer (CFRP) rods, collect certification of specified material properties and identification of all materials to be used.</p> <p>Inspect placement, positioning and size of carbon fiber reinforced polymer (CFRP) reinforcement prior to installation.</p> <p>During installation of the CFRP system, daily inspection should be conducted and should include: date and time of installation, ambient temperature, relative humidity and general weather observations, surface temperature and dryness of the masonry, qualitative description of the surface cleanliness, widths of cracks not previously repaired, batch number of CFRP rods and approximate location in structure, batch numbers mixture ratios, mixing times and qualitative descriptions of adhesives mixed for the day, observations of progress of cure of resins, pull-off test results including bond strength, failure mode and location</p>
5. Weather Protection	WJE ICC-SMSI	Inspect cold weather protection and hot weather protection procedures when temperatures are expected to be below 40°F or above 90°F.
6. Evaluation of Masonry Strength	Agency/ WJE ICC-SMSI	Continuous monitoring of the preparation of mortar specimens and masonry prisms. Test compressive strength of mortar cube samples (ASTM C780). Test compressive strength of masonry prisms (ASTM C1314). Test reports will be reviewed by the EOR
7. Anchors and Ties	Agency ICC-SMSI	Inspect size, location, spacing and embedment of brick anchors and ties weekly.

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures	WJE AWS/AISC- SSI ICC-sWSI	Review shop fabrication and quality control procedures.
2. Material Certification	WJE AWS/AISC- SSI ICC-SWSI	Review and collect certified mill test reports. Review identification markings on angle shapes and welding electrodes
3. Welding	Agency AWS-CWI ASNT	Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope
1. Member Sizes	WJE	<i>Inspect size of cold-formed steel framing.</i>
2. Material Thickness	WJE	<i>Inspect thickness of cold-formed steel framing.</i>
3. Material Properties	WJE	<i>Review material properties for conformance to specifications.</i>
4. Mechanical Connections	WJE	<i>Verify fastener type and installation procedures. Verify that fasteners conform to SER approved submittals and the contract documents. Verify that fasteners are installed tight.</i>
5. Welding	Agency/ WJE	<i>Check welders' qualifications. Verify that welding conforms to AWS specifications, SER approved submittals and the contract documents. Visually inspect welds.</i>
6. Framing Details	WJE	<i>Inspect layout and spacing of cold-formed steel framing.</i>

Exterior Insulation & Finish Systems (EIFS)

Item	Agency # (Qualif.)	Scope
1. Material Submittals	WJE EDI-EIFS	Collect and review material submittals for conformance with the specifications.
2. Condition of Substrate	WJE EDI-EIFS	Review condition of substrate prior to installation of finish coatings.
3. Application of Foam Plastic Board	WJE EDI-EIFS	Review installation procedure for the foam plastic board on building.
4. Application of Coatings	WJE EDI-EIFS	Review installation procedure for coating on mock-up.
5. Application of Mesh	WJE EDI-EIFS	Review installation procedure for mesh on mock-up.
6. Ambient Condition and Curing	WJE EDI-EIFS	Inspect cold weather protection and hot weather protection procedures when temperatures are expected to be below 40°F or above 90°F.
7. Flashing and Joint Details	WJE EDI-EIFS	Verify that the flashing and joint details are installed in conformance with the drawings.
8. Sealants/Caulks	WJE EDI-EIFS	Review installation procedure for sealants/caulks on mock-up.

Seismic Requirements

Item	Agency # (Qualif.)	Scope
1. Epoxy anchors	WJE	<i>Verify location and spacing of epoxy anchors. Verify that anchor type is in conformance to the project specifications and that installation is in accordance with manufacturer's recommendations. Conduct pull tests on epoxy anchors chosen at random every week during installation.</i>

- 320 E Prom -



Document A107™ - 1997

Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the **7-31-06** day of 2006 in the year
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Promenade East Condominium Association
340 Eastern Promenade
Portland, ME 04101

and the Contractor:
(Name, address and other information)

Knowles Industrial Services Corporation
295 New Portland Road
Gorham, Maine 04038

the Project is:
(Name and location)

Promenade East Condominiums Exterior Masonry Repairs and Window Replacement
340 Eastern Promenade
Portland, ME 04101

the Architect is:
(Name, address and other information)

Wiss, Janney, Elstner Associates, Inc
245 First Street, Suite 1200
Cambridge, MA 02142

The Owner and Contractor agree as follows.

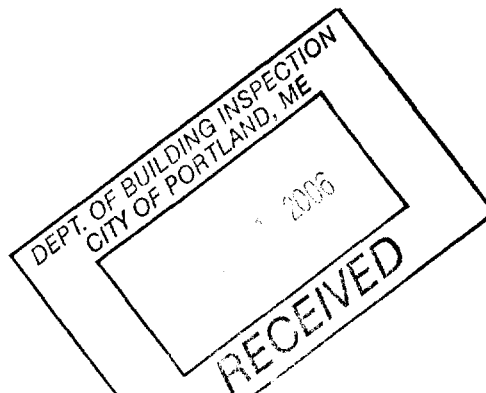
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This Document includes abbreviated General Conditions and should not be used with other general conditions.

This document has been approved and endorsed by The Associated General Contractors of America.



ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

§ 2.2 The Contract Time shall be measured from the date of commencement.

(Paragraphs deleted)

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work no later than April 27, 2007. The Contractor shall diligently proceed with its Work from the date hereof through completion of the project, including the winter months and shall be responsible for all tenting and heating. The contractor shall maintain such environment as necessary per applicable manufacturer specifications to assure the material and product are installed consistent with such recommendations.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million, Four Hundred Sixty Three Thousand, Fifty Nine Dollars (\$1,463,059.00)**, subject to additions and deletions as provided in the Contract Documents.

Contract Sum includes two allowances which may or may not be used in part or in entirety

Allowance #1 Concrete Slab Edge Repairs **\$150,000.00**

Allowance #2 New Elastomeric Coating **\$189,619.00**

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Paragraph deleted)

§ 3.3 Unit prices, if any, are as follows:

Description	Units	Rice (\$0.00)
EIFS Crack Sealant	SF	\$8.50
New Shelf Angle Detail	LF	\$94.00
Panel Clip Angle Removal	EA	\$13.00
New Window Lintels	EA	\$2050.00
Rebuild Window Jambs	EA	\$995.00
Cracked Brick Replacement	EA	\$25.00
Cracked Brick Sealant	LF	\$10.00
Cracked Brick Sealant Replacement	LF	\$12.50

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment including all supporting documentation submitted to the Owner and the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.2

(Paragraphs deleted)

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follow:

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 5.1.1 The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, AIA Document A107-1997.

§ 5.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated March 17, 2006, and are as follows:

Document	Title	Pages
Project Manual	Promenade East Exterior Masonry Repairs and Window Replacement Volume I & II	

§ 5.1.3 The Specifications are those contained in the Project Manual dated as in Section 5.1.2, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Title of Specifications exhibit:

(Rows deleted)

§ 5.1.4 The Drawings are as follows, and are dated 7 July 2006 unless a different date is shown below:

Title of Drawings exhibit:

(Paragraph deleted)

	TITLE SHEET
A1	GENERAL NOTES
E200	EXISTING LEVEL 1 AND LEVEL 2 PLANS
E201	EXISTING LEVEL 3 AND LEVEL 4 PLANS
E202	EXISTING LEVEL 5 AND LEVEL 6 PLANS
E203	EXISTING LEVEL 7 AND LEVEL 8 PLANS
E204	EXISTING LEVEL 9 AND LEVEL 10 PLANS
E205	EXISTING LEVEL 11 AND LEVEL 12 PLANS
E206	EXISTING LEVEL 13 AND LEVEL 14 PLANS
E207	ROOF PLAN

A300	SOUTH ELEVATION WINDOWS
A301	EAST ELEVATION WINDOWS
A302	NORTH ELEVATION WINDOWS
A303	WEST ELEVATION WINDOWS
A304	WINDOW LAYOUTS AND DETAILS
R100	SOUTH ELEVATION EXTERIOR REPAIRS
R101	EAST ELEVATION EXTERIOR REPAIRS
R102	NORTH ELEVATION EXTERIOR REPAIRS
R103	WEST ELEVATION EXTERIOR REPAIRS
R104	MASONRY REPAIR DETAILS
R105	EIFS REPAIR DETAILS
S100	STRUCTURAL REPAIR DETAILS
S101	NSM CFRP REINFORCEMENT LAYOUT

§ 5.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

§ 5.1.6 Other documents, if any, forming part of the Contract Documents are as follows:

(List any additional documents which are intended to form part of the Contract Documents.)

Project Manual	Instructions to Bidders (including Special Instructions to Bidders)
Project Manual	Bid Transmittal Letter (completed)
Project Manual	Bid Form (completed)
Project Manual	Insurance Information Form (completed)
Project Manual	General Bidders Information and Qualifications
Project Manual	Bid Bond (completed)
KISC Bid Proposal Dated June 9th 2006	

GENERAL CONDITIONS

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), ~~Drawings~~, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a written Change Order, (3) a written Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

§ 6.2 THE CONTRACT

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

§ 6.3 THE WORK

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

§ 6.4 EXECUTION OF THE CONTRACT

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

§ 6.5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish and pay for surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities unless necessitated by the Contractor's breach of any Contract Documents.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or otherwise is in breach of any of the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents, or otherwise is in breach of any of the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 5 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and expenses for the Architect, any engineer, reasonable attorney's fees or any other reasonable cost or expense to any third party. If such costs and expenses exceed any amounts due the Contractor, the Contractor shall pay said amounts to Owner within five days from any demand by Owner or anyone acting on behalf of Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect.

§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention consistent with any instructions by the Architect. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

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

§ 8.3 LABOR AND MATERIALS

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

§ 8.3.2 The Contractor shall enforce strict discipline and ~~good~~ order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit ~~persons~~ or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor shall deliver, handle, store and install materials in ~~accordance~~ with manufacturers' instructions and in compliance with applicable Federal, ~~State~~, and Local laws and regulations.

§ 8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 8.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of ~~good~~ quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall not, in any way, limit or otherwise restrict any other warranties provided by any person or entity not a party to this Contract, available to Owner as a matter of law (such as implied warranties) or required by any Contract Documents.

§ 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

§ 8.6 PERMITS, FEES AND NOTICES

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications **are** observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 SUBMITTALS

§ 8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall **be** in accordance with approved submittals.

§ 8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly as approved by Architect.

§ 8.10 CLEANING UP

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

§ 8.11 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 8.12 ACCESS TO WORK

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

§ 8.13 INDEMNIFICATION

(Paragraph deleted)

§ 8.13.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Architect, together with their agents, directors, officers, or employees from and against any claims, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance or the lack of performance of the Work caused in whole or in part by the Contractor, a Subcontractor, anyone directly or indirectly employed by either the Contractor or Subcontractor or caused by anyone acting for or on behalf of the Contractor and/or Subcontractor regardless of whether or not such claim, damage, loss or expense is caused by the negligence or other fault of a party indemnified hereunder. These obligations to indemnify shall survive the completion of the Work.

§ 8.13.2 In claims against any person or entity indemnified under this Section 8.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.13.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 17.2.

§ 9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

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

§ 9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples.

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

(Paragraphs deleted)

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity who at the request of Contractor performs a portion of the Work.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor and Owner all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect.

ARTICLE 11 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

§ 11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of **their materials and equipment** and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs, including reasonable attorneys' fees and other professional fees incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

§ 12.3 The Architect will have authority to order minor changes in the **Work** not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

(Paragraph deleted)

ARTICLE 13 TIME

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

§ 13.2 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.2.

§ 13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Section 9.10.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 APPLICATIONS FOR PAYMENT

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Architect.

§ 14.1.2 The Contractor warrants that title to all **Work** covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. The Contractor shall contemporaneously with the receipt of any payment execute and deliver to Owner lien waivers as submitted by Owner relating to any Work performed by Contractor or any Subcontractor.

§ 14.2 CERTIFICATES FOR PAYMENT

§ 14.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the

Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

§ 14.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of, among other things:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

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

§ 14.3 PAYMENTS TO THE CONTRACTOR

§ 14.3.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

§ 14.4 SUBSTANTIAL COMPLETION

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

§ 14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion,

establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 14.5 FINAL COMPLETION AND FINAL PAYMENT

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

(Paragraphs deleted)

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13.

(Paragraphs deleted)

ARTICLE 16 INSURANCE

§ 16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance

acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice **has** been given to the Owner.

§ 16.2 OWNER'S LIABILITY INSURANCE

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

§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 16.3.1 Optionally, the Owner may ~~require the~~ Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources **as** primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability insurance under Section 16.1.

§ 16.3.2 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities **as** additional insureds on the Contractor's Liability insurance under Section 16.1.

§ 16.4 WAIVERS OF SUBROGATION

§ 16.4.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, **as** appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. **A** waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(Paragraphs deleted)

§ 16.4.2 **A** loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

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

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within three years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The owner shall give such notice promptly after discovery of the condition.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 17.4 The three-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

ARTICLE 18 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

§ 18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

§ 18.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of Maine.

§ 18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

(Paragraphs deleted)

ARTICLE 19 TERMINATION OF THE CONTRACT

§ 19.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

§ 19.2 TERMINATION BY THE OWNER

§ 19.2.1 The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise breaches a provision of the Contract Documents.

§ 19.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient.

(Paragraphs deleted)

ARTICLE 20 OTHER CONDITIONS OR PROVISIONS

Contractor shall provide a bond in favor of Owner in such amount and substance satisfactory to Owner with a company authorized to transact business in the State of Maine. Owner shall pay Contractor the cost of such bond without any markup or other profit relating thereto.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jim Zafra PECA
(Printed name and title)

CONTRACTOR (Signature)

TIM RICH, V.P.
(Printed name and title)

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