

**LEWISTON HOUSING
BOARD OF COMMISSIONERS
TELECONFERENCE MEETING
Tuesday, May 26, 2026 AT 5:00 PM – VIA MS TEAMS
AGENDA**

- I. *Roll Call*
- II. *Approval of the April 28, 2026 meeting minutes (pages 2-4)*
- III. *Consent Agenda: Financial Reports (pages 5-40)*
- IV. *Consent Agenda: Operational & Director Reports (pages 41-50)*
- V. *New Business*
 - a. *Affirmation of the 4/29/26 Email Vote: CES 48 Month Electricity Contract approval*
 - b. *Draft FY 26-27 Budget Review ([VIEW DRAFT BUDGET HERE](#))*
 - c. *Martel Term Sheet Approval (pages (pages 51-59)*
 - d. *Martel Construction Contract Approval (pages 60-189)*
- VI. *Date for next teleconference meeting – Discussion*
- VII. *Open Forum*
- VIII. *Executive Session: Discussion or consideration of the condition, acquisition, or the use of real property or personal property permanently attached to real property: 1MRSA 405(6)(c)*
- IX. *Adjournment*

**LEWISTON HOUSING
BOARD OF COMMISSIONERS
TELECONFERENCE MEETING**
Tuesday, April 28, 2026 AT 5:00 PM – VIA MS TEAMS
Meeting Minutes

I. Roll Call – Meeting called to order at 5:05 PM

Marc Pellerin, Jody Jalbert, Jonathan Hussey, Donna Mathieu

Absent: Guy Gagnon, Anne Purcell, Cheryl Keaton

Employees: Hollie Sprague, Sarah Cash, Chris Kilmurry, Gianni Simplicio, Jen Boardman

II. Approval of the March 31, 2026 Meeting Minutes

- **Hussey moved to approve the minutes of the March 31, 2026 meeting. Jalbert seconded. Motion passed unanimously.**

III. Consent Agenda: Financial Reports

- **Hussey moved to accept the Consent Agenda for Financial Reports. Jalbert seconded. Motion passed unanimously.**

IV. Consent Agenda: Operational & Director Reports

Hussey asked about LHA's compliance with the Maine Paid Family and Medical Leave Act and why a private carrier (Mutual of Omaha) was used rather than the state plan. Cash explained that the law permits employers to opt out of the state plan in favor of a private plan, and that the Mutual of Omaha rate is cheaper than the state rate, but still provides the same benefit.

- **Hussey moved to accept the Consent Agenda for Operational and Director Reports. Mathieu seconded. Motion passed unanimously.**

V. New Business

a. Affirmation of the 4/16/26 Email Vote: Approval of the update to 5-year plan to state – “Significant amendments or modifications to the 5-Year Plan or subsequent Annual Plans are defined as discretionary changes in the plans or policy of the Housing Authority that fundamentally change the plans of the agency, and which require formal approval of the Board of Commissioners.” (4 in favor; 3 abstained [Purcell, Gagnon, Keaton] – Motion Passed)

- **Hussey moved to affirm. Jalbert seconded. Motion passed unanimously.**

b. Affirmation of the 4/16/26 Email Vote: Energy Contract with CES

- **Hussey moved to affirm. Mathieu seconded. Motion passed unanimously.**

c. 81 Ash St. Audit Approval

- **Hussey moved to approve the 81 Ash St. audit. Jalbert seconded. Motion passed unanimously.**

d. LHA Audit Approval

- **Hussey moved to approve the LHA audit. Mathieu seconded. Motion passed unanimously.**

e. 163 Bates St. VASH HAP

Kilmurry presented the situation at 163 Bates Street. LHA had project-based eight VASH vouchers at the property at the VA's request, based on assurances of a strong veteran waiting list. Since acquisition, the VA has provided only two referrals: one individual was ineligible, and the other declined to live at the property. Despite repeated follow-up, the VA has been unable to fill any of the eight units. All non-VASH units at the property leased up without issue.

Kilmurry recommended canceling the VASH HAP contract and issuing the eight vouchers to the general waiting list as regular Housing Choice Vouchers. Because the VA never executed any of the VASH vouchers, the contract can be canceled immediately without a waiting period. LHA will continue to administer the vouchers and collect administrative fees. LHA also intends to pursue a new project-based HAP contract using regular vouchers on the eight units to stabilize occupancy at the property. The property will have 17 regular voucher units, 8 newly converted voucher units, and 11 market-rate (80% AMI) units.

- **Hussey moved to approve cancellation of the VASH HAP contract and reissuance of vouchers. Mathieu seconded. Motion passed unanimously.**

f. LAAHDC Articles of Incorporation Change Discussion

Kilmurry requested that this item be tabled again to allow additional time.

- **Hussey moved to table. Mathieu seconded. Motion to table passed unanimously.**

g. Northeast Bank CD Liquidation

Simplicio presented a recommendation from the Finance Committee to liquidate a CD at Northeast Bank with a current balance of approximately \$62,000, which holds public housing security deposit funds and is yielding essentially no return. The funds would be transferred to the existing public housing security deposit account.

- **Jalbert moved to approve the CD liquidation. Hussey seconded. Motion passed unanimously.**

h. Positive Pay Approval

Simplicio reported a rise in fraudulent checks being presented against LHA bank accounts, including both poor imitations and intercepted/altered checks lost in the mail. Positive pay has already been implemented on operating accounts for most managed properties. Simplicio requested approval to extend positive pay to the remaining LHA property operating accounts.

Hussey asked about the status of ACH/electronic payment implementation to reduce check volume and fraud risk. Simplicio confirmed that Yardi's bill pay and Vendor Cafe modules are on the implementation schedule for the coming months, which will allow vendors to submit invoices and receive electronic payments, reducing reliance on physical checks.

- **Hussey moved to approve positive pay for remaining LHA property accounts. Jalbert seconded. Motion passed unanimously.**

i. Letter of Credit Change to Liquid Letter of Credit Approval

Simplicio introduced the option of converting from a standard letter of credit (updated every six months) to a liquid letter of credit with daily collateralization updates for bank balances exceeding FDIC limits. At the Finance Committee's request, Simplicio is gathering additional details from the financial institution before bringing a formal recommendation.

- **Pellerin moved to table. Mathieu seconded. Motion to table passed unanimously.**

VI. Open Forum

Kilmurry informed the board that he will be signing the term sheet with MaineHousing for the Martel School project and the final construction contract with Penobscot General Contractors. He noted that he is already authorized to execute both documents under prior board approvals but wanted to bring them to the board's attention. Kilmurry will circulate both documents to the board for review, with formal affirmation to follow at a future meeting.

Hussey noted that he would prefer to review the documents before voting and offered to abstain if the board wished to vote at this meeting. Pellerin agreed to defer the vote, noting that the documents would be circulated and formalized at a subsequent meeting.

Kilmurry reported that the Martel closing timeline is approximately six weeks out, consistent with the timeline communicated to the Lewiston City Council.

VIII. Executive Session: Discussion or consideration of the condition, acquisition, or the use of real property or personal property permanently attached to real property: 1MRSA 405(6)(c) and Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons: 1MRSA 405(6)(a)(1)

- **Hussey moved to enter Executive Session at 5:25pm. Jalbert seconded. Motion passed unanimously.**
- **Hussey moved to exit Executive Session at 5:38pm. Mathieu seconded. Motion passed unanimously.**

VII. Adjournment

- **Hussey moved to adjourn at 5:39pm. Jalbert seconded. Motion passed unanimously.**

LEWISTON HOUSING FINANCIAL COMMITTEE

Wednesday, May 21, 2026, AT 2:00 PM – VIA MS TEAMS

Meeting Notes

Attendance: Marc Pellerin, Jon Hussey

Absent: Guy Gagnon

Employees: Gianni Simplicio, Sarah Cash

The meeting was called to order at 2:02 PM. A bullet pointed summary of discussion points is below:

Financial Reports

- Hussey noted that the profit and loss reports currently show only current month activity, with no year-to-date comparison against budget. He requested that year-to-date budget-to-actual reporting be added going forward, even though properties operate on different fiscal years, to provide some baseline for tracking performance.
- Simplicio agreed and noted that sub-groupings and roll-ups in the reports may also need to be more closely aligned with the budget once it is finalized.

PID Reports / Ramada Deposit

- Hussey flagged approximately \$53,000 to \$54,000 still showing as a deposit on the Ramada property in the project-in-development (PID) reports. Simplicio confirmed the deposit has not been returned.
- Both Pellerin and Hussey believed this had been previously resolved. The property is now operating, and there should be no legal barrier to recovering the deposit. Simplicio will follow up with Kilmurry and report back at the board meeting on Tuesday. If the deposit has been returned, the PID account should be zeroed out.

Vendor Payments

- Hussey questioned payments to SOS Drywall (approximately \$7,000 to \$8,000) and Matthew Johnson / New Age Home Improvement (approximately \$31,000) on the check register. Simplicio confirmed both are regular vendors performing unit turns and refinishing work across multiple properties.
- The Matthew Johnson payments relate to a contract at the SRO Bates property and will be capitalized as building improvements. The SOS Drywall payments reflect multiple small invoices (each under \$2,000) for ceiling and room refinishing. Simplicio will check with Hollie regarding whether there was an unusual number of unit turnovers during the period.

LAAHDC / SRO Bates Recording

- The SRO Bates building has not yet been recorded on the LAAHDC financials due to outstanding cash reconciliation issues between LAAHDC and SRO Bates. The property is showing negative \$70,000 in cash.
- Simplicio is working with Michele to complete the cash reconciliation by the following day, with the goal of posting the full close and producing updated financial reports for the board meeting on Tuesday.

Budget Process

- The budget is progressing well. Simplicio reported that internal meetings have been productive, with the bulk of the work completed. A few items remain, including development fee breakouts, reimbursements, and Section 22 conversion projections.
- Simplicio is cautiously optimistic that a draft may be ready for a high-level review at the upcoming board meeting, though this is not confirmed.
- HUD requires budget adoption, and Simplicio is working toward a June 30 deadline. Pellerin noted that LHA has gone slightly past the deadline in prior years. Simplicio will confirm the exact deadline.

- Hussey emphasized that if the budget is not ready for the June meeting, a special meeting in July may be necessary, as the budget cannot be adopted by email vote.

Upcoming Audits / 6/30 Properties

- Three properties with June 30 fiscal year-ends require audit packages: Mount David, Mount Blue, and Stonybrook. Two are compilations and one is a full audit. Audit packages are due to the auditors by July 24.
- Simplicio is not anticipating major issues with these properties, as they have historically been clean.
- Hussey recommended that Simplicio follow up with Ron to get on the schedule for the LHA/LAAHDC audit fieldwork, which typically occurs over the summer and into early fall. The 990 process went more smoothly this year with better lead time, and Hussey encouraged maintaining that approach.
- Hussey also reminded Simplicio to be proactive about known issues from last year, including related-party disclosures and the salary/benefits attribution to LAAHDC, to avoid repeat findings.

Accounting Department Capacity

- Simplicio flagged significant capacity constraints in the accounting department over the coming months. Multiple staff vacations are planned for late June through August, and one team member will be on medical leave for approximately six to eight weeks.
- July and August financial closes may be delayed. The May close (produced in June) should be on track, but July through September will be challenging due to the tight 6/30 audit turnaround, the DeWitt close and lease-up, and reduced staffing.

Bill Pay Implementation / Vendor Cafe

- Simplicio reported progress on implementing Yardi Bill Pay and expanding the use of Vendor Cafe. Currently, LHA sends out between 200 and 300 checks per week. The Yardi Bill Pay system would allow LHA to process AP as usual but transmit payment instructions to Yardi for check printing, mailing, and EFT processing, with Yardi drawing from the appropriate property bank accounts.
- Vendor Cafe is already used extensively for landlord payments. The goal is to onboard regular vendors to the platform for ACH/EFT payments, W-9 collection, certificate of insurance tracking, and invoice submission.
- The committee discussed strategies for increasing vendor adoption of electronic payments. Hussey noted that even converting one large vendor (such as CMP) to ACH would eliminate a significant portion of check volume. Pellerin suggested that vendors would likely prefer electronic payment.
- Hussey recommended that ACH/banking information be collected as part of the standard new vendor setup process, alongside the W-9, rather than trying to convert existing vendors retroactively. Simplicio agreed and will update the AP onboarding process accordingly.
- Simplicio is also working on implementing Yardi allocation tables and other underutilized software features currently managed through external workbooks. Multiple support tickets have been opened with Yardi. The target is to have some or all implementations live by the start of the new fiscal year.

Open Finance Committee Items

- Simplicio reported that he has been reviewing past Finance Committee and board meeting notes to identify unanswered questions and outstanding items. He is working through these methodically, including setting up custom account trees (such as removing HAP income and expenses from voucher program reporting) as part of a larger project with MaineHousing property budgets. The target for completing many of these reconciliations and cleanup items is end of June, potentially with outside fee accountants.
- Hussey acknowledged the update and emphasized that these custom items are lower priority than day-to-day operations, ongoing reconciliations, and audit deadlines.

Property = portin bst hta mva lha college choice cfe bsc cocc .amp3 .voucher .pbvouch mka sle

Balance Sheet

Period = Apr 2026

Book = Accrual ; Tree = ysi_bs

		Current Balance
0999-99-000	All	
1000-00-000	ASSETS	
1001-00-000	CURRENT ASSETS	
1119-00-000	CASH	2,854,151.80
1149-00-000	ACCOUNTS AND NOTES RECEIVABLE	903,645.86
1299-00-000	OTHER CURRENT ASSETS	14,748,683.15
1300-00-000	TOTAL CURRENT ASSETS	18,506,480.81
1400-00-000	NONCURRENT ASSETS	
1420-00-000	FIXED ASSETS	11,620,757.01
1421-25-000	LOANS RECEIVABLE	2,080,000.00
1439-00-000	OTHER ASSETS	402,051.63
1499-00-000	TOTAL NONCURRENT ASSETS	14,102,808.64
1999-00-000	TOTAL ASSETS	32,609,289.45
2000-00-000	LIABILITIES & EQUITY	
2001-00-000	LIABILITIES	
2299-00-000	CURRENT LIABILITIES	393,825.93
2399-00-000	NONCURRENT LIABILITIES	3,160,046.28
2499-00-000	TOTAL LIABILITIES	3,553,872.21
2800-00-000	EQUITY	
2805-99-000	CONTRIBUTED CAPITAL	14,336,204.36
2809-99-000	RETAINED EARNINGS	14,114,381.92
2810-99-000	OTHER EQUITY	604,830.96
2899-00-000	TOTAL EQUITY	29,055,417.24
2999-00-000	TOTAL LIABILITIES AND EQUITY	32,609,289.45
9999-99-000	TOTAL OF ALL	0.00

Property = portin bst hta mva lha college choice cfe bsc cocc .amp3 .voucher .pbvouch mka sle

Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	209,302.70	242,146.18	-32,843.48	-13.56	2,144,455.96	2,085,856.05	58,599.91	2.81
3359-00-000 DEVELOPMENT INCOME	0.00	0.00	0.00	N/A	407,194.70	0.00	407,194.70	N/A
3499-00-000 GRANT INCOME	1,291,809.71	1,476,165.27	-184,355.56	-12.49	22,934,739.01	15,405,388.70	7,529,350.31	48.87
3500-99-000 CFP FUNDS	0.00	34,458.59	-34,458.59	-100.00	2,274,373.23	344,585.90	1,929,787.33	560.03
3699-00-000 OTHER INCOME	154,455.89	113,551.39	40,904.50	36.02	1,418,315.78	1,140,865.38	277,450.40	24.32
3999-00-000 TOTAL INCOME	1,655,568.30	1,866,321.43	-210,753.13	-11.29	29,179,078.68	18,976,696.03	10,202,382.65	53.76
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	440,820.45	379,257.01	-61,563.44	-16.23	3,807,986.21	3,766,817.72	-41,168.49	-1.09
4231-00-999 TENANT SERVICES EXPENSES	91,605.10	100,718.75	9,113.65	9.05	778,599.59	1,005,354.02	226,754.43	22.55
4244-00-999 PROPERTY MANAGEMENT EXPENSES	-13,910.50	248.17	14,158.67	5,705.23	-13,910.50	992.68	14,903.18	1,501.31
4399-00-000 UTILITY EXPENSES	96,503.23	89,450.69	-7,052.54	-7.88	898,710.60	884,286.40	-14,424.20	-1.63
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	121,011.23	132,333.28	11,322.05	8.56	993,317.86	1,307,174.68	313,856.82	24.01
4599-00-000 GENERAL EXPENSES	54,296.25	46,885.88	-7,410.37	-15.81	647,632.54	447,770.86	-199,861.68	-44.63
4699-00-000 GRANT EXPENSES	133.97	17,923.42	17,789.45	99.25	47,369.73	179,234.20	131,864.47	73.57
4799-00-000 HOUSING ASSISTANCE PAYMENTS	1,069,757.59	1,117,450.18	47,692.59	4.27	10,920,309.78	11,148,666.80	228,357.02	2.05
4899-00-000 FINANCING EXPENSES	1,420.29	600.00	-820.29	-136.72	19,969.35	6,000.00	-13,969.35	-232.82
4929-00-000 (PRE)DEVELOPMENT COSTS	38.30	0.00	-38.30	N/A	17,572.80	0.00	-17,572.80	N/A
5999-00-000 NON-OPERATING ITEMS	60,148.85	41,443.08	-18,705.77	-45.14	601,966.48	513,147.60	-88,818.88	-17.31
8000-00-000 TOTAL EXPENSES	1,921,824.76	1,926,310.46	4,485.70	0.23	18,719,524.44	19,259,444.96	539,920.52	2.80
9000-00-000 NET INCOME	-266,256.46	-59,989.03	-206,267.43	-343.84	10,459,554.24	-282,748.93	10,742,303.17	3,799.24

ip shs sab bst ehv fyi hva hcv lpa msv mva mod2 mod5 raa pbvbhs pbvloft pbvsuh pbvbsf homeohcv ll

Balance Sheet

Period = Apr 2026

Book = Accrual ; Tree = ysi_bs

		Current Balance
0999-99-000	All	
1000-00-000	ASSETS	
1001-00-000	CURRENT ASSETS	
1119-00-000	CASH	2,935,421.49
1149-00-000	ACCOUNTS AND NOTES RECEIVABLE	897,145.68
1299-00-000	OTHER CURRENT ASSETS	14,723,720.61
1300-00-000	TOTAL CURRENT ASSETS	18,556,287.78
1400-00-000	NONCURRENT ASSETS	
1420-00-000	FIXED ASSETS	5,564,684.38
1421-25-000	LOANS RECEIVABLE	2,080,000.00
1439-00-000	OTHER ASSETS	320,470.75
1499-00-000	TOTAL NONCURRENT ASSETS	7,965,155.13
1999-00-000	TOTAL ASSETS	26,521,442.91
2000-00-000	LIABILITIES & EQUITY	
2001-00-000	LIABILITIES	
2299-00-000	CURRENT LIABILITIES	-146,938.90
2399-00-000	NONCURRENT LIABILITIES	1,584,251.54
2499-00-000	TOTAL LIABILITIES	1,437,312.64
2800-00-000	EQUITY	
2805-99-000	CONTRIBUTED CAPITAL	6,295,330.65
2809-99-000	RETAINED EARNINGS	17,987,809.21
2810-99-000	OTHER EQUITY	800,990.41
2899-00-000	TOTAL EQUITY	25,084,130.27
2999-00-000	TOTAL LIABILITIES AND EQUITY	26,521,442.91
9999-99-000	TOTAL OF ALL	0.00

Property = lha cfe
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	1,640.00	0.00	1,640.00	N/A	22,654.28	0.00	22,654.28	N/A
3359-00-000 DEVELOPMENT INCOME	0.00	0.00	0.00	N/A	407,194.70	0.00	407,194.70	N/A
3499-00-000 GRANT INCOME	0.00	43,635.10	-43,635.10	-100.00	422,070.54	566,158.00	-144,087.46	-25.45
3500-99-000 CFP FUNDS	0.00	0.00	0.00	N/A	2,274,373.23	0.00	2,274,373.23	N/A
3699-00-000 OTHER INCOME	135,724.11	101,167.08	34,557.03	34.16	1,191,112.68	1,011,670.80	179,441.88	17.74
3999-00-000 TOTAL INCOME	137,364.11	144,802.18	-7,438.07	-5.14	4,317,405.43	1,577,828.80	2,739,576.63	173.63
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	188,528.87	127,466.34	-61,062.53	-47.90	1,085,976.26	1,274,663.40	188,687.14	14.80
4231-00-999 TENANT SERVICES EXPENSES	49,534.42	37,156.92	-12,377.50	-33.31	369,837.07	371,569.20	1,732.13	0.47
4244-00-999 PROPERTY MANAGEMENT EXPENSES	-66,636.68	0.00	66,636.68	N/A	-66,636.68	0.00	66,636.68	N/A
4399-00-000 UTILITY EXPENSES	2,498.98	2,190.16	-308.82	-14.10	21,307.51	21,901.60	594.09	2.71
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	-29,945.68	-34,789.26	-4,843.58	-13.92	-414,316.50	-347,892.60	66,423.90	19.09
4599-00-000 GENERAL EXPENSES	7,648.77	6,225.58	-1,423.19	-22.86	61,580.10	62,255.80	675.70	1.09
4699-00-000 GRANT EXPENSES	133.97	12,646.75	12,512.78	98.94	47,369.73	126,467.50	79,097.77	62.54
4899-00-000 FINANCING EXPENSES	548.21	600.00	51.79	8.63	6,016.03	6,000.00	-16.03	-0.27
4929-00-000 (PRE)DEVELOPMENT COSTS	38.30	0.00	-38.30	N/A	2,820.30	0.00	-2,820.30	N/A
5999-00-000 NON-OPERATING ITEMS	5,130.81	5,131.00	0.19	0.00	51,308.10	51,310.00	1.90	0.00
8000-00-000 TOTAL EXPENSES	157,479.97	156,627.49	-852.48	-0.54	1,165,261.92	1,566,274.90	401,012.98	25.60
9000-00-000 NET INCOME	-20,115.86	-11,825.31	-8,290.55	-70.11	3,152,143.51	11,553.90	3,140,589.61	27,182.07

Blake Street Towers (bst)
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	28,204.00	27,119.60	1,084.40	4.00	273,232.01	271,196.00	2,036.01	0.75
3499-00-000 GRANT INCOME	28,909.80	29,117.00	-207.20	-0.71	306,499.98	411,293.00	-104,793.02	-25.48
3500-99-000 CFP FUNDS	0.00	7,962.92	-7,962.92	-100.00	0.00	79,629.20	-79,629.20	-100.00
3699-00-000 OTHER INCOME	0.00	0.00	0.00	N/A	794.00	0.00	794.00	N/A
3999-00-000 TOTAL INCOME	57,113.80	64,199.52	-7,085.72	-11.04	580,525.99	762,118.20	-181,592.21	-23.83
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	22,811.15	26,179.50	3,368.35	12.87	288,553.59	261,795.00	-26,758.59	-10.22
4231-00-999 TENANT SERVICES EXPENSES	678.30	758.33	80.03	10.55	22,816.30	7,585.30	-15,231.00	-200.80
4244-00-999 PROPERTY MANAGEMENT EXPENSES	4,857.32	0.00	-4,857.32	N/A	4,857.32	0.00	-4,857.32	N/A
4399-00-000 UTILITY EXPENSES	13,043.74	11,458.83	-1,584.91	-13.83	123,532.90	114,588.30	-8,944.60	-7.81
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	22,588.10	35,643.75	13,055.65	36.63	258,170.35	356,437.50	98,267.15	27.57
4599-00-000 GENERAL EXPENSES	6,916.18	5,592.83	-1,323.35	-23.66	129,069.59	55,928.30	-73,141.29	-130.78
4799-00-000 HOUSING ASSISTANCE PAYMENTS	919.00	680.00	-239.00	-35.15	6,474.00	6,797.00	323.00	4.75
4929-00-000 (PRE)DEVELOPMENT COSTS	0.00	0.00	0.00	N/A	1,752.50	0.00	-1,752.50	N/A
5999-00-000 NON-OPERATING ITEMS	4,899.83	4,900.00	0.17	0.00	48,998.30	49,000.00	1.70	0.00
8000-00-000 TOTAL EXPENSES	76,713.62	85,213.24	8,499.62	9.97	884,224.85	852,131.40	-32,093.45	-3.77
9000-00-000 NET INCOME	-19,599.82	-21,013.72	1,413.90	6.73	-303,698.86	-90,013.20	-213,685.66	-237.39

Meadowview Apartments (mva)
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	55,262.18	57,597.33	-2,335.15	-4.05	556,582.07	575,973.30	-19,391.23	-3.37
3499-00-000 GRANT INCOME	39,193.20	35,102.00	4,091.20	11.66	388,500.91	539,254.00	-150,753.09	-27.96
3500-99-000 CFP FUNDS	0.00	11,738.58	-11,738.58	-100.00	0.00	117,385.80	-117,385.80	-100.00
3699-00-000 OTHER INCOME	0.00	0.00	0.00	N/A	250.00	0.00	250.00	N/A
3999-00-000 TOTAL INCOME	94,455.38	104,437.91	-9,982.53	-9.56	945,332.98	1,232,613.10	-287,280.12	-23.31
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	37,031.98	45,501.17	8,469.19	18.61	456,088.33	455,011.70	-1,076.63	-0.24
4231-00-999 TENANT SERVICES EXPENSES	1,062.92	1,186.50	123.58	10.42	10,709.38	11,865.00	1,155.62	9.74
4244-00-999 PROPERTY MANAGEMENT EXPENSES	14,364.16	0.00	-14,364.16	N/A	14,364.16	0.00	-14,364.16	N/A
4399-00-000 UTILITY EXPENSES	14,126.70	15,042.59	915.89	6.09	147,114.11	150,425.90	3,311.79	2.20
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	26,438.44	35,601.28	9,162.84	25.74	317,442.26	356,012.80	38,570.54	10.83
4599-00-000 GENERAL EXPENSES	12,219.35	10,672.50	-1,546.85	-14.49	103,756.41	106,725.00	2,968.59	2.78
4799-00-000 HOUSING ASSISTANCE PAYMENTS	0.00	421.75	421.75	100.00	-1,000.00	4,217.50	5,217.50	123.71
4929-00-000 (PRE)DEVELOPMENT COSTS	0.00	0.00	0.00	N/A	4,500.00	0.00	-4,500.00	N/A
5999-00-000 NON-OPERATING ITEMS	13,168.19	13,168.00	-0.19	0.00	131,681.90	131,680.00	-1.90	0.00
8000-00-000 TOTAL EXPENSES	118,411.74	121,593.79	3,182.05	2.62	1,184,656.55	1,215,937.90	31,281.35	2.57
9000-00-000 NET INCOME	-23,956.36	-17,155.88	-6,800.48	-39.64	-239,323.57	16,675.20	-255,998.77	-1,535.21

Amp 3 (.amp3)
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	64,372.44	90,501.58	-26,129.14	-28.87	666,152.37	752,308.05	-86,155.68	-11.45
3499-00-000 GRANT INCOME	84,455.40	65,139.00	19,316.40	29.65	716,516.38	856,962.00	-140,445.62	-16.39
3500-99-000 CFP FUNDS	0.00	14,757.09	-14,757.09	-100.00	0.00	147,570.90	-147,570.90	-100.00
3699-00-000 OTHER INCOME	-455.09	112.00	-567.09	-506.33	990.08	1,120.00	-129.92	-11.60
3999-00-000 TOTAL INCOME	148,372.75	170,509.67	-22,136.92	-12.98	1,383,658.83	1,757,960.95	-374,302.12	-21.29
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	45,197.92	45,501.39	303.47	0.67	533,371.77	460,302.90	-73,068.87	-15.87
4231-00-999 TENANT SERVICES EXPENSES	12,998.47	11,989.41	-1,009.06	-8.42	109,323.67	120,075.10	10,751.43	8.95
4244-00-999 PROPERTY MANAGEMENT EXPENSES	14,784.39	0.00	-14,784.39	N/A	14,784.39	0.00	-14,784.39	N/A
4399-00-000 UTILITY EXPENSES	44,225.16	40,184.45	-4,040.71	-10.06	437,358.10	424,824.50	-12,533.60	-2.95
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	86,260.33	71,597.38	-14,662.95	-20.48	626,120.18	725,939.12	99,818.94	13.75
4599-00-000 GENERAL EXPENSES	17,391.38	12,813.48	-4,577.90	-35.73	194,775.40	129,266.80	-65,508.60	-50.68
4799-00-000 HOUSING ASSISTANCE PAYMENTS	-24,464.91	4,163.34	28,628.25	687.63	21,317.78	42,709.40	21,391.62	50.09
5999-00-000 NON-OPERATING ITEMS	17,971.43	17,971.08	-0.35	0.00	179,714.30	179,710.80	-3.50	0.00
8000-00-000 TOTAL EXPENSES	214,364.17	204,220.53	-10,143.64	-4.97	2,116,765.59	2,082,828.62	-33,936.97	-1.63
9000-00-000 NET INCOME	-65,991.42	-33,710.86	-32,280.56	-95.76	-733,106.76	-324,867.67	-408,239.09	-125.66

Property = bst mva .amp3
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	147,838.62	175,218.51	-27,379.89	-15.63	1,495,966.45	1,599,477.35	-103,510.90	-6.47
3499-00-000 GRANT INCOME	152,558.40	129,358.00	23,200.40	17.93	1,411,517.27	1,807,509.00	-395,991.73	-21.91
3500-99-000 CFP FUNDS	0.00	34,458.59	-34,458.59	-100.00	0.00	344,585.90	-344,585.90	-100.00
3699-00-000 OTHER INCOME	-455.09	112.00	-567.09	-506.33	2,034.08	1,120.00	914.08	81.61
3999-00-000 TOTAL INCOME	299,941.93	339,147.10	-39,205.17	-11.56	2,909,517.80	3,752,692.25	-843,174.45	-22.47
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	105,041.05	117,182.06	12,141.01	10.36	1,278,013.69	1,177,109.60	-100,904.09	-8.57
4231-00-999 TENANT SERVICES EXPENSES	14,739.69	13,934.24	-805.45	-5.78	142,849.35	139,525.40	-3,323.95	-2.38
4244-00-999 PROPERTY MANAGEMENT EXPENSES	34,005.87	0.00	-34,005.87	N/A	34,005.87	0.00	-34,005.87	N/A
4399-00-000 UTILITY EXPENSES	71,395.60	66,685.87	-4,709.73	-7.06	708,005.11	689,838.70	-18,166.41	-2.63
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	135,286.87	142,842.41	7,555.54	5.29	1,201,732.79	1,438,389.42	236,656.63	16.45
4599-00-000 GENERAL EXPENSES	36,526.91	29,078.81	-7,448.10	-25.61	427,601.40	291,920.10	-135,681.30	-46.48
4799-00-000 HOUSING ASSISTANCE PAYMENTS	-23,545.91	5,265.09	28,811.00	547.21	26,791.78	53,723.90	26,932.12	50.13
4929-00-000 (PRE)DEVELOPMENT COSTS	0.00	0.00	0.00	N/A	6,252.50	0.00	-6,252.50	N/A
5999-00-000 NON-OPERATING ITEMS	36,039.45	36,039.08	-0.37	0.00	360,394.50	360,390.80	-3.70	0.00
8000-00-000 TOTAL EXPENSES	409,489.53	411,027.56	1,538.03	0.37	4,185,646.99	4,150,897.92	-34,749.07	-0.84
9000-00-000 NET INCOME	-109,547.60	-71,880.46	-37,667.14	-52.40	-1,276,129.19	-398,205.67	-877,923.52	-220.47

Property = .voucher .pbvouch
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999 Revenue & Expenses								
3000-00-000 INCOME								
3199-00-000 TENANT INCOME	0.00	0.00	0.00	N/A	33,200.00	0.00	33,200.00	N/A
3499-00-000 GRANT INCOME	1,040,606.00	1,220,786.09	-180,180.09	-14.76	10,890,995.00	12,207,860.90	-1,316,865.90	-10.79
3999-00-000 TOTAL INCOME	1,040,606.00	1,220,786.09	-180,180.09	-14.76	10,924,195.00	12,207,860.90	-1,283,665.90	-10.52
4000-00-000 EXPENSES								
4199-00-000 ADMINISTRATIVE EXPENSES	92,769.45	92,630.95	-138.50	-0.15	954,853.38	926,309.50	-28,543.88	-3.08
4231-00-999 TENANT SERVICES EXPENSES	2,301.15	3,253.92	952.77	29.28	22,431.09	32,539.20	10,108.11	31.06
4399-00-000 UTILITY EXPENSES	0.00	1,035.66	1,035.66	100.00	4,148.34	10,356.60	6,208.26	59.94
4499-00-000 MAINTENANCE AND OPERATIONAL EXPENSES	0.00	0.00	0.00	N/A	3,159.60	0.00	-3,159.60	N/A
4599-00-000 GENERAL EXPENSES	534.22	631.25	97.03	15.37	5,619.21	6,312.50	693.29	10.98
4799-00-000 HOUSING ASSISTANCE PAYMENTS	1,093,898.50	1,111,188.09	17,289.59	1.56	10,894,113.00	11,084,972.90	190,859.90	1.72
8000-00-000 TOTAL EXPENSES	1,189,503.32	1,208,739.87	19,236.55	1.59	11,884,324.62	12,060,490.70	176,166.08	1.46
9000-00-000 NET INCOME	-148,897.32	12,046.22	-160,943.54	-1,336.05	-960,129.62	147,370.20	-1,107,499.82	-751.51

Healy Terrace (hta)

Balance Sheet

Period = Apr 2026

Book = Accrual ; Tree = ysi_bs

		Current Balance
0999-99-000	All	
1000-00-000	ASSETS	
1001-00-000	CURRENT ASSETS	
1119-00-000	CASH	365,800.41
1149-00-000	ACCOUNTS AND NOTES RECEIVABLE	3,428.06
1299-00-000	OTHER CURRENT ASSETS	17,150.37
1300-00-000	TOTAL CURRENT ASSETS	386,378.84
1400-00-000	NONCURRENT ASSETS	
1420-00-000	FIXED ASSETS	5,468,013.61
1439-00-000	OTHER ASSETS	64,195.88
1499-00-000	TOTAL NONCURRENT ASSETS	5,532,209.49
1999-00-000	TOTAL ASSETS	5,918,588.33
2000-00-000	LIABILITIES & EQUITY	
2001-00-000	LIABILITIES	
2299-00-000	CURRENT LIABILITIES	308,741.22
2399-00-000	NONCURRENT LIABILITIES	707,477.00
2499-00-000	TOTAL LIABILITIES	1,016,218.22
2800-00-000	EQUITY	
2805-99-000	CONTRIBUTED CAPITAL	8,040,873.71
2809-99-000	RETAINED EARNINGS	-3,117,063.92
2810-99-000	OTHER EQUITY	-21,439.68
2899-00-000	TOTAL EQUITY	4,902,370.11
2999-00-000	TOTAL LIABILITIES AND EQUITY	5,918,588.33
9999-99-000	TOTAL OF ALL	0.00

Healy Terrace (hta)
Budget Comparison (with PTD)

Period = Jan 2026-Apr 2026

Book = Accrual ; Tree = ysi_is

		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999	Revenue & Expenses								
3000-00-000	INCOME								
3199-00-000	TENANT INCOME	36,611.75	36,445.17	166.58	0.46	148,605.23	145,780.68	2,824.55	1.94
3699-00-000	OTHER INCOME	11,163.05	2,382.50	8,780.55	368.54	42,020.77	9,530.00	32,490.77	340.93
3999-00-000	TOTAL INCOME	47,774.80	38,827.67	8,947.13	23.04	190,626.00	155,310.68	35,315.32	22.74
4000-00-000	EXPENSES								
4199-00-000	ADMINISTRATIVE EXPENSES	19,639.51	8,668.50	-10,971.01	-126.56	46,078.07	34,674.00	-11,404.07	-32.89
4231-00-999	TENANT SERVICES EXPENSES	1,635.89	1,240.83	-395.06	-31.84	5,629.10	4,963.32	-665.78	-13.41
4244-00-999	PROPERTY MANAGEMENT EXPENSES	2,852.40	0.00	-2,852.40	N/A	2,852.40	0.00	-2,852.40	N/A
4399-00-000	UTILITY EXPENSES	6,940.50	6,851.50	-89.00	-1.30	17,310.08	27,406.00	10,095.92	36.84
4499-00-000	MAINTENANCE AND OPERATIONAL EXPENSES	9,766.45	8,158.34	-1,608.11	-19.71	39,355.42	32,633.36	-6,722.06	-20.60
4599-00-000	GENERAL EXPENSES	5,741.85	6,672.42	930.57	13.95	23,323.28	26,689.68	3,366.40	12.61
4899-00-000	FINANCING EXPENSES	872.08	0.00	-872.08	N/A	3,488.32	0.00	-3,488.32	N/A
5999-00-000	NON-OPERATING ITEMS	18,705.33	0.00	-18,705.33	N/A	74,821.32	0.00	-74,821.32	N/A
8000-00-000	TOTAL EXPENSES	66,154.01	31,591.59	-34,562.42	-109.40	212,857.99	126,366.36	-86,491.63	-68.45
9000-00-000	NET INCOME	-18,379.21	7,236.08	-25,615.29	-353.99	-22,231.99	28,944.32	-51,176.31	-176.81

Maple Knoll Apartments (mka)

Balance Sheet

Period = Apr 2026

Book = Accrual ; Tree = ysi_bs

		Current Balance
0999-99-000	All	
1000-00-000	ASSETS	
1001-00-000	CURRENT ASSETS	
1119-00-000	CASH	237,759.90
1149-00-000	ACCOUNTS AND NOTES RECEIVABLE	3,072.12
1299-00-000	OTHER CURRENT ASSETS	7,812.17
1300-00-000	TOTAL CURRENT ASSETS	248,644.19
1400-00-000	NONCURRENT ASSETS	
1420-00-000	FIXED ASSETS	588,059.02
1439-00-000	OTHER ASSETS	17,385.00
1499-00-000	TOTAL NONCURRENT ASSETS	605,444.02
1999-00-000	TOTAL ASSETS	854,088.21
2000-00-000	LIABILITIES & EQUITY	
2001-00-000	LIABILITIES	
2299-00-000	CURRENT LIABILITIES	232,023.61
2399-00-000	NONCURRENT LIABILITIES	868,317.74
2499-00-000	TOTAL LIABILITIES	1,100,341.35
2800-00-000	EQUITY	
2809-99-000	RETAINED EARNINGS	-71,533.37
2810-99-000	OTHER EQUITY	-174,719.77
2899-00-000	TOTAL EQUITY	-246,253.14
2999-00-000	TOTAL LIABILITIES AND EQUITY	854,088.21
9999-99-000	TOTAL OF ALL	0.00

Maple Knoll Apartments (mka)
Budget Comparison (with PTD)

Period = Jan 2026-Apr 2026

Book = Accrual ; Tree = ysi_is

		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999	Revenue & Expenses								
3000-00-000	INCOME								
3199-00-000	TENANT INCOME	18,723.00	18,055.25	667.75	3.70	75,246.00	72,221.00	3,025.00	4.19
3699-00-000	OTHER INCOME	8,023.82	16.75	8,007.07	47,803.40	9,231.73	67.00	9,164.73	13,678.70
3999-00-000	TOTAL INCOME	26,746.82	18,072.00	8,674.82	48.00	84,477.73	72,288.00	12,189.73	16.86
4000-00-000	EXPENSES								
4199-00-000	ADMINISTRATIVE EXPENSES	3,583.02	5,003.17	1,420.15	28.38	25,356.77	20,012.68	-5,344.09	-26.70
4231-00-999	TENANT SERVICES EXPENSES	32.00	315.25	283.25	89.85	80.00	1,261.00	1,181.00	93.66
4244-00-999	PROPERTY MANAGEMENT EXPENSES	3,887.96	248.17	-3,639.79	-1,466.65	3,887.96	992.68	-2,895.28	-291.66
4399-00-000	UTILITY EXPENSES	8,903.51	5,238.33	-3,665.18	-69.97	25,595.24	20,953.32	-4,641.92	-22.15
4499-00-000	MAINTENANCE AND OPERATIONAL EXPENSES	1,597.42	3,662.24	2,064.82	56.38	19,254.83	14,648.96	-4,605.87	-31.44
4599-00-000	GENERAL EXPENSES	4,571.07	3,533.49	-1,037.58	-29.36	18,603.88	14,133.96	-4,469.92	-31.63
8000-00-000	TOTAL EXPENSES	22,574.98	18,000.65	-4,574.33	-25.41	92,778.68	72,002.60	-20,776.08	-28.85
9000-00-000	NET INCOME	4,171.84	71.35	4,100.49	5,747.01	-8,300.95	285.40	-8,586.35	-3,008.53

B Street Condo (bsc)
Budget Comparison (with PTD)

Period = Jul 2025-Apr 2026

Book = Accrual ; Tree = ysi_is

		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
2999-99-999	Revenue & Expenses								
3000-00-000	INCOME								
3199-00-000	TENANT INCOME	0.00	10,000.00	-10,000.00	-100.00	0.00	50,000.00	-50,000.00	-100.00
3699-00-000	OTHER INCOME	0.00	9,873.06	-9,873.06	-100.00	118,476.74	98,730.60	19,746.14	20.00
3999-00-000	TOTAL INCOME	0.00	19,873.06	-19,873.06	-100.00	118,476.74	148,730.60	-30,253.86	-20.34
4000-00-000	EXPENSES								
4199-00-000	ADMINISTRATIVE EXPENSES	4,879.56	3,488.99	-1,390.57	-39.86	9,764.99	34,889.90	25,124.91	72.01
4399-00-000	UTILITY EXPENSES	5,408.34	6,573.25	1,164.91	17.72	51,423.12	65,732.50	14,309.38	21.77
4499-00-000	MAINTENANCE AND OPERATIONAL EXPENSES	1,895.06	4,295.99	2,400.93	55.89	38,697.73	42,959.90	4,262.17	9.92
4599-00-000	GENERAL EXPENSES	775.83	744.33	-31.50	-4.23	7,742.33	7,443.30	-299.03	-4.02
4929-00-000	(PRE)DEVELOPMENT COSTS	0.00	0.00	0.00	N/A	8,500.00	0.00	-8,500.00	N/A
5999-00-000	NON-OPERATING ITEMS	273.26	273.00	-0.26	-0.10	2,732.60	2,730.00	-2.60	-0.10
8000-00-000	TOTAL EXPENSES	13,232.05	15,375.56	2,143.51	13.94	118,860.77	153,755.60	34,894.83	22.70
9000-00-000	NET INCOME	-13,232.05	4,497.50	-17,729.55	-394.21	-384.03	-5,025.00	4,640.97	92.36

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
1280-05-000				PID - Choice Wedgewood			0.00 = Beginning Balance =			
choice	CHOICE	3/1/2024	03-2024	Record ACH Avesta Wedgewood	J-1575		1,018,956.61	0.00	1,018,956.61	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	3/29/2024	03-2024	Record ACH Avesta Wedgewood	J-1577		1,377,178.15	0.00	2,396,134.76	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	4/26/2024	04-2024	Record ACH Avesta Wedgewood	J-1579		1,168,775.54	0.00	3,564,910.30	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	5/31/2024	05-2024	Record ACH Avesta Wedgewood	J-1581		984,531.84	0.00	4,549,442.14	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	6/28/2024	06-2024	Record ACH Avesta Wedgewood	J-1584		1,201,974.52	0.00	5,751,416.66	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	6/30/2024	06-2024	To clear PID Wedgewood - per client, this is	J-5632		0.00	5,751,416.66	0.00	To clear PID Wedgewood - per client, this is not a note, all HID funds transferred for expenses incurred
choice	CHOICE	8/1/2024	08-2024	Record ACH Avesta Wedgewood	J-1586		476,805.33	0.00	476,805.33	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	9/30/2024	09-2024	Record ACH Avesta Wedgewood	J-11778		99,937.00	0.00	576,742.33	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	9/30/2024	09-2024	Record ACH Avesta Wedgewood	J-11781		18,000.00	0.00	594,742.33	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	10/3/2024	10-2024	Camden - Outgoing ACH	J-4513		150,000.29	0.00	744,742.62	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	10/31/2024	10-2024	Record ACH Avesta Wedgewood	J-4575		66,787.14	0.00	811,529.76	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/3/2024	12-2024	Camden - Outgoing ACH	J-5766		0.00	59,997.14	751,532.62	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/3/2024	12-2024	Reverse - posted backwards. MR	J-6918	:Reversal of .	59,997.14	0.00	811,529.76	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/3/2024	12-2024	Camden - Outgoing ACH	J-6920		59,997.14	0.00	871,526.90	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/31/2024	12-2024	Camden - Outgoing ACH	J-5767		0.00	61,656.09	809,870.81	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/31/2024	12-2024	Reverse - posted backwards. MR	J-6919	:Reversal of .	61,656.09	0.00	871,526.90	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	12/31/2024	12-2024	Camden - Outgoing ACH	J-6921		61,656.09	0.00	933,182.99	CHOICE - ACH Avesta Wedgewood
choice	CHOICE	2/6/2025	02-2025	Camden - Outgoing ACH	J-7227		0.00	67,072.13	866,110.86	ACH - Avesta Choice Wedgewood
choice	CHOICE	2/6/2025	02-2025	Reverse - posted backwards MR	J-7889	:Reversal of .	67,072.13	0.00	933,182.99	ACH - Avesta Choice Wedgewood
choice	CHOICE	2/6/2025	02-2025	Camden - Outgoing ACH	J-7892		67,072.13	0.00	1,000,255.12	ACH - Avesta Choice Wedgewood
choice	CHOICE	2/28/2025	02-2025	Camden - Outgoing ACH	J-7228		0.00	183,570.16	816,684.96	ACH - Avesta Choice Wedgewood
choice	CHOICE	2/28/2025	02-2025	Reverse - posted backwards MR	J-7890	:Reversal of .	183,570.16	0.00	1,000,255.12	ACH - Avesta Choice Wedgewood
choice	CHOICE	2/28/2025	02-2025	Camden - Outgoing ACH	J-7891		183,570.16	0.00	1,183,825.28	ACH - Avesta Choice Wedgewood
choice	CHOICE	3/28/2025	03-2025	Camden - Outgoing ACH	J-7963		73,747.61	0.00	1,257,572.89	ACH - Avesta Choice Wedgewood
choice	CHOICE	4/29/2025	04-2025	Camden - Outgoing ACH	J-9074		168,735.56	0.00	1,426,308.45	ACH - Avesta Choice Wedgewood
choice	CHOICE	5/29/2025	05-2025	Camden - Outgoing ACH	J-10229		85,697.22	0.00	1,512,005.67	ACH - Avesta Choice Wedgewood
choice	CHOICE	6/27/2025	06-2025	Camden - Outgoing ACH	J-10945		101,131.16	0.00	1,613,136.83	ACH - Avesta Choice Wedgewood
choice	CHOICE	7/31/2025	07-2025	Camden - Outgoing ACH	J-11956		101,562.68	0.00	1,714,699.51	ACH - Avesta Choice Wedgewood
choice	CHOICE	8/29/2025	08-2025	Camden - Outgoing ACH	J-13825		138,067.21	0.00	1,852,766.72	ACH - Avesta Choice Wedgewood
Net Change=1,852,766.72							7,976,478.90	6,123,712.18	1,852,766.72 = Ending Balance =	

1280-06-000				PID - Choice Dewitt			0.00 = Beginning Balance =			
choice	CHOICE	4/7/2025	04-2025	Camden - Outgoing ACH	J-9073		506,592.98	0.00	506,592.98	ACH - Avesta Choice Dewitt
choice	CHOICE	5/19/2025	05-2025	Camden - Outgoing ACH	J-10228		418,434.44	0.00	925,027.42	ACH - Avesta Choice Dewitt
laahdc	Lewiston Auburn Area D	5/21/2025	05-2025	Curtis Thaxter Client Escrow Account (v0000 P-37046		LAHDC 052	100.00	0.00	925,127.42	\$100 DEPOSIT DUE FOR CLOSING
choice	CHOICE	6/27/2025	06-2025	Camden - Outgoing ACH	J-10944		303,705.97	0.00	1,228,833.39	ACH - Avesta Choice Dewitt
choice	CHOICE	7/1/2025	07-2025	Camden - Outgoing ACH	J-11955		421,683.17	0.00	1,650,516.56	ACH - Avesta Choice Dewitt
choice	CHOICE	7/31/2025	07-2025	Camden - Outgoing ACH	J-11957		358,903.42	0.00	2,009,419.98	ACH - Avesta Choice Dewitt
choice	CHOICE	7/31/2025	07-2025	Camden - Outgoing ACH	J-11958		186,707.94	0.00	2,196,127.92	ACH - Avesta Choice Dewitt (supplemental)
choice	CHOICE	8/29/2025	08-2025	Camden - Outgoing ACH	J-13824		799,735.14	0.00	2,995,863.06	ACH - Avesta Choice Dewitt
choice	CHOICE	9/30/2025	09-2025	Camden - Outgoing ACH	J-14791		222,337.32	0.00	3,218,200.38	ACH - Avesta Choice Dewitt

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	9/8/2025	09-2025	Owen Haskell, Inc. (v0002271)	P-47266	2023-214.3	4,500.00	0.00	3,222,700.38	Job#:2023-214 L-A -- ALTA/NSPS Land Title Survey for 860 Lishon Street in Lewiston Maine
choice	CHOICE	10/2/2025	10-2025	Camden - Outgoing ACH	J-16082		420,399.89	0.00	3,643,100.27	ACH - Avesta Choice Dewitt
choice	CHOICE	10/28/2025	10-2025	Camden - Outgoing ACH	J-16083		1,153,986.26	0.00	4,797,086.53	ACH - Avesta Choice Dewitt
choice	CHOICE	11/25/2025	11-2025	Camden Outgoing ACH - Choice Dewitt	J-17039		1,232,335.56	0.00	6,029,422.09	ACH - Avesta Choice Dewitt
choice	CHOICE	12/29/2025	12-2025	Camden Outgoing ACH - Choice Dewitt	J-18279		1,507,175.59	0.00	7,536,597.68	ACH - Avesta Choice Dewitt
choice	CHOICE	1/29/2026	01-2026	Camden Outgoing ACH - Choice Dewitt	J-20017		979,399.63	0.00	8,515,997.31	ACH - Avesta Choice Dewitt
choice	CHOICE	1/30/2026	01-2026	Camden Outgoing ACH - Choice Dewitt	J-20018		610,000.00	0.00	9,125,997.31	ACH - Avesta Choice Dewitt
choice	CHOICE	2/26/2026	02-2026	Camden Outgoing ACH - Choice Dewitt	J-20937		753,465.11	0.00	9,879,462.42	ACH - Avesta Choice Dewitt
choice	CHOICE	3/5/2026	03-2026	Camden Outgoing ACH - Choice Dewitt	J-21673		858,127.71	0.00	10,737,590.13	ACH - Avesta Choice Dewitt
choice	CHOICE	3/31/2026	03-2026	Camden Outgoing ACH - Choice Dewitt	J-21674		128,688.96	0.00	10,866,279.09	ACH - Avesta Choice Dewitt
choice	CHOICE	4/29/2026	04-2026	Camden Outgoing ACH - Choice Dewitt	J-23065		62,509.12	0.00	10,928,788.21	ACH - Avesta Choice Dewitt Req #11
						Net Change=	10,928,788.21	0.00	10,928,788.21	= Ending Balance =

1280-09-000 PID - Martel School I 0.00 = Beginning Balance =

laahdc	Lewiston Auburn Area D	7/30/2024	07-2024	Reclass to PID 07.2024	J-3810		2,000.00	0.00	2,000.00	Martel Phase II Pre App Fee
laahdc	Lewiston Auburn Area D	7/30/2024	07-2024	Reclass to PID 07.2024	J-3810		551.66	0.00	2,551.66	Compliance Monitoring Martel School Demo
lha	Lewiston Housing Autho	7/30/2024	07-2024	Reclass to PID 07.2024	J-3811		700.00	0.00	3,251.66	Martel Phase 2 Dev Rev App
laahdc	Lewiston Auburn Area D	7/9/2024	08-2024	Acorn Engineering Inc (v0000147)	P-16465	2204	2,640.00	0.00	5,891.66	Professional services
laahdc	Lewiston Auburn Area D	7/9/2024	08-2024	Acorn Engineering Inc (v0000147)	P-16465	2204	2,655.00	0.00	8,546.66	Lha schematic design
laahdc	Lewiston Auburn Area D	7/9/2024	08-2024	Acorn Engineering Inc (v0000147)	P-16465	2204	3,230.00	0.00	11,776.66	Lha martel school redevelopment
laahdc	Lewiston Auburn Area D	8/7/2024	08-2024	Lawnguard Lawncare, Inc. (v0002196)	P-14554	53508	600.00	0.00	12,376.66	Clean up 7/18/24
laahdc	Lewiston Auburn Area D	8/7/2024	08-2024	Lawnguard Lawncare, Inc. (v0002196)	P-14554	53508	180.00	0.00	12,556.66	Clean up 6/8/24
laahdc	Lewiston Auburn Area D	8/23/2024	08-2024	St Laurent & Son (v0000137)	P-14371	LAHDC Mar	178,500.00	0.00	191,056.66	Demo Abatement for Martel
laahdc	Lewiston Auburn Area D	8/27/2024	08-2024	Kleinfelder Construction Services Inc (v000016345)	P-16345	7788	212.95	0.00	191,269.61	138455
laahdc	Lewiston Auburn Area D	8/30/2024	08-2024	2114 unapplied allocations	J-1669		0.00	178,500.00	12,769.61	Martel School Development - City of Lewiston
lha	Lewiston Housing Autho	8/15/2024	08-2024	St Laurent & Son (v-137) Correct GL P-1419	J-1571	LAHDC Mar	619,876.00	0.00	632,645.61	Martel Demo (GL 1280-10 > 1280-09)
laahdc	Lewiston Auburn Area D	6/17/2024	09-2024	Haley Ward (v0002155)	P-18465	202414838	2,000.00	0.00	634,645.61	Project 10708.005 Martel -- 2024 phase 1esa udate
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	220.00	0.00	634,865.61	1244 - LHA Design Development -Martel School phase 2 -- PROFESSIONAL SERVICES - Design Engineer II
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	555.00	0.00	635,420.61	1244 - LHA Design Development -Martel School phase 2 -- Principal
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	1,653.75	0.00	637,074.36	1244 - LHA Design Development -Martel School phase 2 -- Project Landscape Architect
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	340.00	0.00	637,414.36	1244 - LHA Design Development -Martel School phase 2 -- Project Manager
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	791.41	0.00	638,205.77	1244 - LHA Design Development -Martel School phase 2 -- 8/10/2024 Am-At-lier Service Booklets and Plans for Site Plan
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Acorn Engineering Inc (v0000147)	P-18464	2444	54.27	0.00	638,260.04	1244 - LHA Design Development -Martel School phase 2 -- 8/12/2024 Craig Burgess Mileage Reimbursement
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16449	LAHDC Mar	1,000.00	0.00	639,260.04	App fee - Martel
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16449	LAHDC Mar	2,500.00	0.00	641,760.04	LIHTC App Fee - Martel
laahdc	Lewiston Auburn Area D	9/25/2024	09-2024	Owen Haskell, Inc. (v0002271)	P-18731	2023-214.2	400.00	0.00	642,160.04	Job#:2023-214 L-A -- Deed description for 860
lha	Lewiston Housing Autho	9/30/2024	09-2024	Reclass to PID 09.2024	J-3815		29,986.30	0.00	672,146.34	Martel Closing Legal Fees
laahdc	Lewiston Auburn Area D	10/7/2024	10-2024	Acorn Engineering Inc (v0000147)	P-20946	2586	911.25	0.00	673,057.59	Project Landscape Architect
laahdc	Lewiston Auburn Area D	10/7/2024	10-2024	Acorn Engineering Inc (v0000147)	P-20946	2586	382.50	0.00	673,440.09	Project Manager
laahdc	Lewiston Auburn Area D	10/7/2024	10-2024	Acorn Engineering Inc (v0000147)	P-20946	2586	55.00	0.00	673,495.09	Design Engineer 0.50
laahdc	Lewiston Auburn Area D	10/7/2024	10-2024	Acorn Engineering Inc (v0000147)	P-20946	2586	110.00	0.00	673,605.09	Design Engineer 1.00
laahdc	Lewiston Auburn Area D	10/7/2024	10-2024	Acorn Engineering Inc (v0000147)	P-20946	2586	127.50	0.00	673,732.59	Project Manager 0.750

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	10/31/2024	10-2024	Platz Associates (v0002284)	P-21049	LAHDC 103	217.00	0.00	673,949.59	File 202428 Martel Phase II -- Reimbursables - 5 of fee
laahdc	Lewiston Auburn Area D	10/31/2024	10-2024	Platz Associates (v0002284)	P-21049	LAHDC 103	2,380.00	0.00	676,329.59	File 202428 Martel Phase II -- 9/1/2024 Daniel C. Moreno
laahdc	Lewiston Auburn Area D	10/31/2024	10-2024	Platz Associates (v0002284)	P-21049	LAHDC 103	1,960.00	0.00	678,289.59	File 202428 Martel Phase II -- 8/1/2024 Daniel C. Moreno
lha	Lewiston Housing Autho	10/17/2024	10-2024	Lawnguard Lawncare, Inc. (v0002196)	P-20947	53622	360.00	0.00	678,649.59	Clean Up Clean Up - Martel School
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	0.01	0.00	678,649.60	1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	3,780.00	0.00	682,429.60	DIFFERENCE BETWEEN PO AND INVOICE 1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	2,450.00	0.00	684,879.60	lha landscape architecture services 1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	1,684.42	0.00	686,564.02	lha local permitting 1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	17,314.99	0.00	703,879.01	Expenses 1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	8/9/2024	11-2024	Acorn Engineering Inc (v0000147)	P-23249	2328	1,836.25	0.00	705,715.26	lha design development 1244-LHA Schematic Design-Martel Redevelopment-Phase 2
laahdc	Lewiston Auburn Area D	1/5/2024	12-2024	Curtis Thaxter LLC (v0002094)	P-23951	147853	566.55	0.00	706,281.81	Professional services Client 49691-00303 - 10% discount applied
laahdc	Lewiston Auburn Area D	4/8/2024	12-2024	Curtis Thaxter LLC (v0002094)	P-23956	148656	3,748.50	0.00	710,030.31	Client 49691-00303 - 10% discount applied
laahdc	Lewiston Auburn Area D	5/2/2024	12-2024	Curtis Thaxter LLC (v0002094)	P-23952	148868	1,210.50	0.00	711,240.81	Client 49691-00303 - 10% discount applied
laahdc	Lewiston Auburn Area D	6/7/2024	12-2024	Curtis Thaxter LLC (v0002094)	P-23953	149152	273.60	0.00	711,514.41	Client 49691-00303 - 10% discount applied
laahdc	Lewiston Auburn Area D	7/8/2024	12-2024	Curtis Thaxter LLC (v0002094)	P-23957	149502	9,873.00	0.00	721,387.41	Client 49691-00303 - 10% discount applied
laahdc	Lewiston Auburn Area D	9/9/2024	12-2024	Acorn Engineering Inc (v0000147)	P-25730	2444.1	4,077.90	0.00	725,465.31	1244 - LHA Design Development -Martel School phase 2 -- PROFESSIONAL SERVICES - Design Engineer II
laahdc	Lewiston Auburn Area D	12/31/2024	12-2024	Recognize revenue for City of Lewiston Cont	J-6335		178,500.00	0.00	903,965.31	Reclass City of Lewiston contribution for Martel School
laahdc	Lewiston Auburn Area D	10/28/2024	01-2025	Summit Geoenvironmental Services, Inc (v0000147)	P-29180	24181-1	3,500.00	0.00	907,465.31	Martel -- Testing Analysis Report
laahdc	Lewiston Auburn Area D	10/28/2024	01-2025	Summit Geoenvironmental Services, Inc (v0000147)	P-29180	24181-1	3,000.00	0.00	910,465.31	Martel -- Subsurface Explorations Equipment
laahdc	Lewiston Auburn Area D	10/28/2024	01-2025	Summit Geoenvironmental Services, Inc (v0000147)	P-29180	24181-1	2,000.00	0.00	912,465.31	Martel -- Coordination Layout Logging
laahdc	Lewiston Auburn Area D	10/28/2024	01-2025	Summit Geoenvironmental Services, Inc (v0000147)	P-29180	24181-1	600.00	0.00	913,065.31	Martel -- Utility Subcontractor
laahdc	Lewiston Auburn Area D	12/31/2024	01-2025	Platz Associates (v0002284)	P-27401	LAHDC PLA	45,000.00	0.00	958,065.31	File 202319 Martel
laahdc	Lewiston Auburn Area D	1/17/2025	01-2025	Maine State Housing Authority (v0000162)	P-26377	Martel 01172	5,800.00	0.00	963,865.31	MaineLand Appraisal Consultants for Martel
laahdc	Lewiston Auburn Area D	2/28/2025	02-2025	RC Acorn Engineering to PID - Martel	J-7692		5,307.50	0.00	969,172.81	RC Acorn Engineering Inv #2914 01.13.25 to PID
laahdc	Lewiston Auburn Area D	2/28/2025	02-2025	RC MSHA 4% LIHTC to PID	J-7693		2,000.00	0.00	971,172.81	RC MH Martel Phase II 4% LIHTC
laahdc	Lewiston Auburn Area D	2/6/2025	03-2025	Acorn Engineering Inc (v0000147)	P-31982	3084	277.50	0.00	971,450.31	Project manager
laahdc	Lewiston Auburn Area D	2/6/2025	03-2025	Acorn Engineering Inc (v0000147)	P-31982	3084	300.00	0.00	971,750.31	Design engineer
laahdc	Lewiston Auburn Area D	2/6/2025	03-2025	Acorn Engineering Inc (v0000147)	P-31982	3084	1,788.75	0.00	973,539.06	Project landscape architect
laahdc	Lewiston Auburn Area D	2/6/2025	03-2025	Acorn Engineering Inc (v0000147)	P-31982	3084	412.50	0.00	973,951.56	Project landscape architect
laahdc	Lewiston Auburn Area D	3/10/2025	03-2025	Acorn Engineering Inc (v0000147)	P-32002	3187	323.75	0.00	974,275.31	Senior project manager
laahdc	Lewiston Auburn Area D	3/10/2025	03-2025	Acorn Engineering Inc (v0000147)	P-32002	3187	750.00	0.00	975,025.31	project landscape architect
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33950	LAHDC 040	1,000.00	0.00	976,025.31	LIHTC Fee
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33950	LAHDC 040	2,500.00	0.00	978,525.31	App Fee
laahdc	Lewiston Auburn Area D	4/11/2025	05-2025	Curtis Thaxter LLC (v0002094)	P-36767	152650	759.50	0.00	979,284.81	Lewiston Development GP LLC Martel School Apartments Phase II IP check availability of name email to/from M
laahdc	Lewiston Auburn Area D	3/20/2025	06-2025	Platz Associates (v0002284)	P-39431	202319-01	25,000.00	0.00	1,004,284.81	Construction Documents
laahdc	Lewiston Auburn Area D	3/20/2025	06-2025	Platz Associates (v0002284)	P-39431	202319-01	25,475.00	0.00	1,029,759.81	Design Development
laahdc	Lewiston Auburn Area D	3/20/2025	06-2025	Platz Associates (v0002284)	P-39431	202319-01	25,000.00	0.00	1,054,759.81	Schematic Design
laahdc	Lewiston Auburn Area D	4/7/2025	06-2025	Acorn Engineering Inc (v0000147)	P-39432	3274	8,316.25	0.00	1,063,076.06	Martel -- 1244-LHA Design Development & Architecture services
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39437	202319-02	20,000.00	0.00	1,083,076.06	Design development
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39437	202319-02	15,541.50	0.00	1,098,617.56	Remits building code surcharge
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39437	202319-02	35,000.00	0.00	1,133,617.56	Construction documents
laahdc	Lewiston Auburn Area D	5/8/2025	06-2025	Acorn Engineering Inc (v0000147)	P-39439	3398	13,873.75	0.00	1,147,491.31	Martel

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	6/30/2025	06-2025	AP Accrual - 06.2025 :Reversed by J-11040	J-11039		21,215.25	0.00	1,168,706.56	Accrue Platz Associates #784-2941 9.30.2024
laahdc	Lewiston Auburn Area D	7/1/2025	07-2025	:Reversal of J-11039	J-11040	:Reversal of	0.00	21,215.25	1,147,491.31	Accrue Platz Associates #784-2941 9.30.2024
laahdc	Lewiston Auburn Area D	8/8/2025	08-2025	Evernorth (v0000212)	P-46504	20258-1	4,463.01	0.00	1,151,954.32	2024-0028 -- Martel Interest Payment
laahdc	Lewiston Auburn Area D	7/7/2025	09-2025	Acorn Engineering Inc (v0000147)	P-47259	3688	2,967.50	0.00	1,154,921.82	Phase 1 CD Correspondence with the architect for scheduling
laahdc	Lewiston Auburn Area D	8/12/2025	09-2025	Acorn Engineering Inc (v0000147)	P-47263	3957	142.50	0.00	1,155,064.32	Acorn - Indirect Labor
laahdc	Lewiston Auburn Area D	8/12/2025	09-2025	Acorn Engineering Inc (v0000147)	P-47263	3957	490.00	0.00	1,155,554.32	Project Engineer I
laahdc	Lewiston Auburn Area D	8/12/2025	09-2025	Acorn Engineering Inc (v0000147)	P-47263	3957	285.00	0.00	1,155,839.32	Senior Project Manager
laahdc	Lewiston Auburn Area D	9/1/2025	09-2025	Horvath Development LLC (v0000291)	P-47265	LHA202508	2,512.60	0.00	1,158,351.92	Martel Phase 1 -- 8/1/25-8/31/25
laahdc	Lewiston Auburn Area D	9/15/2025	09-2025	Acorn Engineering Inc (v0000147)	P-47268	4118	2,431.25	0.00	1,160,783.17	Martel out of scope
laahdc	Lewiston Auburn Area D	9/15/2025	11-2025	Acorn Engineering Inc (v0000147)	P-52731	4118-2	190.00	0.00	1,160,973.17	Martel - remaining balance due-orig was s/p -- Senior Project
laahdc	Lewiston Auburn Area D	9/15/2025	11-2025	Acorn Engineering Inc (v0000147)	P-52731	4118-2	140.00	0.00	1,161,113.17	Manager Martel - remaining balance due-orig was s/p -- Project Engineer
laahdc	Lewiston Auburn Area D	10/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52722	LHA202509	1,159.40	0.00	1,162,272.57	All projects
laahdc	Lewiston Auburn Area D	10/6/2025	11-2025	Acorn Engineering Inc (v0000147)	P-52723	4299	7,817.50	0.00	1,170,090.07	Martel School
laahdc	Lewiston Auburn Area D	11/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52725	LHA202510	1,034.00	0.00	1,171,124.07	All Projects 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	11/6/2025	11-2025	City Of Lewiston (v0002338)	P-52037	LAHDC MAF	700.00	0.00	1,171,824.07	Martel Planning Board Application
laahdc	Lewiston Auburn Area D	11/7/2025	11-2025	Acorn Engineering Inc (v0000147)	P-52726	5119	3,365.00	0.00	1,175,189.07	Engineering Cost
laahdc	Lewiston Auburn Area D	11/25/2025	11-2025	City Of Lewiston (v0002338)	P-54274	LAHDC 112!	12,889.00	0.00	1,188,078.07	Martel Building Permit Fee
cfe	Capital Funds	11/17/2025	12-2025	Platz Associates (v0002284)	P-57287	202319-03	45,595.00	0.00	1,233,673.07	Martel Phase I -- 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	3/7/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55091	152218	162.92	0.00	1,233,835.99	10% Discounted amount
laahdc	Lewiston Auburn Area D	7/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55092	153362	119.70	0.00	1,233,955.69	10% Discounted amount
laahdc	Lewiston Auburn Area D	8/12/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55115	153630	1,855.35	0.00	1,235,811.04	10% Discounted amount
laahdc	Lewiston Auburn Area D	10/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55116	154652	2,635.65	0.00	1,238,446.69	10% Discounted amount
laahdc	Lewiston Auburn Area D	12/16/2025	12-2025	Androscooggin Saving Bank (v0000326)	P-54842	LAHDC 121!	500.00	0.00	1,238,946.69	Martel P1 - appraisal services
laahdc	Lewiston Auburn Area D	9/30/2024	01-2026	Platz Associates (v0002284)	P-57525	784-2941	20,205.00	0.00	1,259,151.69	File 202319-Martel--Professional Services
laahdc	Lewiston Auburn Area D	9/30/2024	01-2026	Platz Associates (v0002284)	P-57525	784-2941	1,010.25	0.00	1,260,161.94	File 202319-Martel--Reimbursables - 5 Of Fee
laahdc	Lewiston Auburn Area D	12/1/2025	01-2026	Horvath Development LLC (v0000291)	P-57673	LHA202511	2,781.20	0.00	1,262,943.14	martel phase 1
laahdc	Lewiston Auburn Area D	1/1/2026	01-2026	Horvath Development LLC (v0000291)	P-57680	LHA202512	2,493.90	0.00	1,265,437.04	Martel Phase 1 Hours
laahdc	Lewiston Auburn Area D	10/24/2025	02-2026	Haley Ward (v0002155)	P-62117	202519637	3,800.00	0.00	1,269,237.04	Martel Phase 1 ESA 2025
laahdc	Lewiston Auburn Area D	12/16/2025	02-2026	Acorn Engineering Inc (v0000147)	P-62111	5357	6,068.93	0.00	1,275,305.97	Martel -- Project Engineer
laahdc	Lewiston Auburn Area D	12/19/2025	02-2026	Platz Associates (v0002284)	P-62257	202319-04	115,164.88	0.00	1,390,470.85	Project LHA-Martel Phase I
laahdc	Lewiston Auburn Area D	1/20/2026	02-2026	Acorn Engineering Inc (v0000147)	P-62112	5470	3,684.28	0.00	1,394,155.13	Martel - Zone Change
laahdc	Lewiston Auburn Area D	1/20/2026	02-2026	Acorn Engineering Inc (v0000147)	P-62112	5470	1,458.75	0.00	1,395,613.88	Martel - Eng I Eng IV PLA Eng I Eng IV
laahdc	Lewiston Auburn Area D	1/21/2026	02-2026	Platz Associates (v0002284)	P-62259	202319-05	39,690.00	0.00	1,435,303.88	LHA - Martel Phase 1
laahdc	Lewiston Auburn Area D	2/1/2026	02-2026	Horvath Development LLC (v0000291)	P-60601	LHA202601	3,955.90	0.00	1,439,259.78	Martel Phase 1 Hours
laahdc	Lewiston Auburn Area D	2/10/2026	02-2026	Curtis Thaxter LLC (v0002094)	P-62121	155759	356.50	0.00	1,439,616.28	ACCT 49691 -- Martel
laahdc	Lewiston Auburn Area D	2/13/2026	02-2026	Acorn Engineering Inc (v0000147)	P-62118	5647	3,525.00	0.00	1,443,141.28	Martel phase 1 -- LHA zone change application
laahdc	Lewiston Auburn Area D	2/13/2026	02-2026	Acorn Engineering Inc (v0000147)	P-62118	5647	212.50	0.00	1,443,353.78	Martel phase 1 -- Construction documents
laahdc	Lewiston Auburn Area D	1/20/2026	03-2026	City Of Lewiston - Tax Collector (v0002334)	P-60600	5218-2	4,266.01	0.00	1,447,619.79	ACCT 33873 -- 860 Lisbon St Real Estate Tax 2025-2026
laahdc	Lewiston Auburn Area D	2/19/2026	03-2026	Platz Associates (v0002284)	P-63207	202319-06	5,205.00	0.00	1,452,824.79	1/1-1/31/26 -- LHA-Martel Phase 1 -- Design Development
laahdc	Lewiston Auburn Area D	2/19/2026	03-2026	Platz Associates (v0002284)	P-63207	202319-06	8,025.00	0.00	1,460,849.79	1/1-1/31/26 -- LHA-Martel Phase 1 -- Construction Documents
laahdc	Lewiston Auburn Area D	3/1/2026	03-2026	Horvath Development LLC (v0000291)	P-63293	LHA202602	2,145.40	0.00	1,462,995.19	Martel Phase 1 Hours
laahdc	Lewiston Auburn Area D	3/5/2026	03-2026	Curtis Thaxter LLC (v0002094)	P-63294	155966	82.00	0.00	1,463,077.19	49691-00303 -- Martel

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	3/5/2026	03-2026	Curtis Thaxter LLC (v0002094)	P-63295	155965	966.00	0.00	1,464,043.19	49691-00001 -- Total For Professional Services Rendered
laahdc	Lewiston Auburn Area D	3/18/2026	03-2026	Platz Associates (v0002284)	P-63296	202319-07	5,820.00	0.00	1,469,863.19	LHA Martel Phase 1 -- Schematic Design
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Incoming ACH - LHA	J-21752		0.00	70,541.50	1,399,321.69	LHA to LAAHDC - Platz #202319-02 04.23.25
lha	Lewiston Housing Autho	3/30/2026	03-2026	Camden Outgoing ACH - LAAHDC	J-21727		70,541.50	0.00	1,469,863.19	LHA to LAAHDC - Platz #202319-02 04.23.25
lha	Lewiston Housing Autho	3/31/2026	03-2026	Camden Outgoing ACH - LAAHDC	J-21728		21,215.25	0.00	1,491,078.44	LHA to LAAHDC - Platz #202319-00 09.30.24
laahdc	Lewiston Auburn Area D	2/1/2026	04-2026	Evernorth (v0000212)	P-65376	LAAHDC 202.	4,536.99	0.00	1,495,615.43	Loan 2024-0028 -- Martel Interest
laahdc	Lewiston Auburn Area D	4/1/2026	04-2026	Bangor Incoming ACH - LHA	J-23035		0.00	21,215.25	1,474,400.18	LHA to LAAHDC - Platz #202319-00 09.30.24
laahdc	Lewiston Auburn Area D	4/13/2026	04-2026	Skelton Taintor & Abbott (v0002316)	P-65707	1044024	85.00	0.00	1,474,485.18	11670.0028 -- Filing Fee - Martel
laahdc	Lewiston Auburn Area D	4/13/2026	04-2026	Skelton Taintor & Abbott (v0002316)	P-65707	1044024	275.00	0.00	1,474,760.18	11670.0028 -- Annual Report - Martel School
laahdc	Lewiston Auburn Area D	4/13/2026	04-2026	Skelton Taintor & Abbott (v0002316)	P-65708	1044025	85.00	0.00	1,474,845.18	11670.0029 -- Filing fee for Martel
laahdc	Lewiston Auburn Area D	4/13/2026	04-2026	Skelton Taintor & Abbott (v0002316)	P-65708	1044025	275.00	0.00	1,475,120.18	11670.0029 -- Annual Report Martel School
laahdc	Lewiston Auburn Area D	4/22/2026	04-2026	RCLSS LAAHDC City of Lewiston Prop Tax IN	J-22704	RCLSS LAAHI	4,265.51	0.00	1,479,385.69	RCLSS LAAHDC City of Lewiston Prop Tax INV 5218 to PID - Martel School
Net Change=							1,479,385.69	1,770,857.69	291,472.00	1,479,385.69 = Ending Balance =

1280-09-002	PID - Martel School II				0.00 = Beginning Balance =						
-------------	------------------------	--	--	--	----------------------------	--	--	--	--	--	--

laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39436	202428-01	1,827.50	0.00	1,827.50	ACCT 202428 -- Morgan
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39436	202428-01	700.00	0.00	2,527.50	ACCT 202428 -- Daniel moreno
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39436	202428-01	300.00	0.00	2,827.50	ACCT 202428 -- Bill mclaughlin
laahdc	Lewiston Auburn Area D	4/21/2025	06-2025	Platz Associates (v0002284)	P-39436	202428-01	141.37	0.00	2,968.87	ACCT 202428 -- reimbursables
laahdc	Lewiston Auburn Area D	5/6/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39441	152857	66.00	0.00	3,034.87	ACCT 49691 -- Service rendered
laahdc	Lewiston Auburn Area D	6/9/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39167	153112	513.00	0.00	3,547.87	Invoice 153112 Martel School Phase II Services rendered through 05/31/2025
laahdc	Lewiston Auburn Area D	6/30/2025	06-2025	AP Accrual - 06.2025 :Reversed by J-11040	J-11039		1,275.75	0.00	4,823.62	Accrue Platz Associates #202428-02 6.17.25
laahdc	Lewiston Auburn Area D	7/1/2025	07-2025	:Reversal of J-11039	J-11040	:Reversal of	0.00	1,275.75	3,547.87	Accrue Platz Associates #202428-02 6.17.25
laahdc	Lewiston Auburn Area D	6/17/2025	09-2025	Platz Associates (v0002284)	P-47258	202428-02	60.75	0.00	3,608.62	Martel -- 5 Reimbursables
laahdc	Lewiston Auburn Area D	6/17/2025	09-2025	Platz Associates (v0002284)	P-47258	202428-02	42.50	0.00	3,651.12	Martel -- Paige Morgan
laahdc	Lewiston Auburn Area D	6/17/2025	09-2025	Platz Associates (v0002284)	P-47258	202428-02	490.00	0.00	4,141.12	Martel -- Daniel Moreno
laahdc	Lewiston Auburn Area D	6/17/2025	09-2025	Platz Associates (v0002284)	P-47258	202428-02	300.00	0.00	4,441.12	Martel -- Bill McLaughlin
laahdc	Lewiston Auburn Area D	6/17/2025	09-2025	Platz Associates (v0002284)	P-47258	202428-02	382.50	0.00	4,823.62	Martel -- Brogan McCormick
laahdc	Lewiston Auburn Area D	7/21/2025	09-2025	Platz Associates (v0002284)	P-47261	202428-03	45.50	0.00	4,869.12	Project 202428 -- Martel -- 5 reimbursables
laahdc	Lewiston Auburn Area D	7/21/2025	09-2025	Platz Associates (v0002284)	P-47261	202428-03	910.00	0.00	5,779.12	Project 202428 -- Martel -- daniel moreno
cfe	Capital Funds	11/17/2025	11-2025	Platz Associates (v0002284)	P-52727	202428-04	6,531.00	0.00	12,310.12	Martel Phase II - 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	10/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52722	LHA202509	1,159.40	0.00	13,469.52	All projects
laahdc	Lewiston Auburn Area D	11/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52725	LHA202510	547.00	0.00	14,016.52	All Projects 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	1/9/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55098	151780	549.00	0.00	14,565.52	10% Discounted amount
laahdc	Lewiston Auburn Area D	9/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55099	154377	346.50	0.00	14,912.02	10% Discounted amount
laahdc	Lewiston Auburn Area D	10/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55117	150963	670.50	0.00	15,582.52	10% Discounted amount
laahdc	Lewiston Auburn Area D	12/1/2025	01-2026	Horvath Development LLC (v0000291)	P-57673	LHA202511	625.60	0.00	16,208.12	Martel phase 2
laahdc	Lewiston Auburn Area D	1/1/2026	01-2026	Horvath Development LLC (v0000291)	P-57680	LHA202512	688.50	0.00	16,896.62	Martel Phase 2 Hours
laahdc	Lewiston Auburn Area D	1/21/2026	02-2026	Platz Associates (v0002284)	P-62114	202428-05	1,806.00	0.00	18,702.62	ACCT 202428 -- Martel Phase II
laahdc	Lewiston Auburn Area D	2/24/2026	02-2026	City Of Lewiston (v0002338)	P-60602	LAAHDC 022.	700.00	0.00	19,402.62	Martel zoning change fee
lha	Lewiston Housing Autho	3/31/2026	03-2026	Camden Outgoing ACH - LAAHDC	J-21729		1,275.75	0.00	20,678.37	LHA to LAAHDC - Platz #202428-02 06.17.25
lha	Lewiston Housing Autho	3/31/2026	03-2026	Camden Outgoing ACH - LAAHDC	J-21730		955.50	0.00	21,633.87	LHA to LAAHDC - Platz #202428-03 07.21.25

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	4/1/2026	04-2026	Bangor Incoming ACH - LHA	J-23036		0.00	1,275.75	20,358.12	LHA to LAAHDC - Platz #202428-02 06.17.25
laahdc	Lewiston Auburn Area D	4/1/2026	04-2026	Bangor Incoming ACH - LHA	J-23037		0.00	955.50	19,402.62	LHA to LAAHDC - Platz #202428-03 07.21.25
Net Change=19,402.62							22,909.62	3,507.00	19,402.62	= Ending Balance =

1280-10-000				DNU PID - Martel School			0.00 = Beginning Balance =			
lha	Lewiston Housing Autho	8/15/2024	08-2024	St Laurent & Son (v0000137)	P-14197	LAAHDC Mar	619,876.00	0.00	619,876.00	Martel Demo
lha	Lewiston Housing Autho	8/15/2024	08-2024	St Laurent & Son (v-137) Correct GL P-1419	J-1571	LAAHDC Mar	0.00	619,876.00	0.00	Martel Demo (GL 1280-10 > 1280-09)
Net Change=0.00							619,876.00	619,876.00	0.00	= Ending Balance =

1280-11-000				PID - Ramada			0.00 = Beginning Balance =			
laahdc	Lewiston Auburn Area D	7/30/2024	07-2024	Reclass to PID 07.2024	J-3810		2,000.00	0.00	2,000.00	Ramada Pre-App Fee
laahdc	Lewiston Auburn Area D	8/8/2024	08-2024	Cushman & Wakefield Of Massachusetts, Inc	P-16457	24-27001-90	5,450.00	0.00	7,450.00	24-27001-900950 Ramada appraisal report
laahdc	Lewiston Auburn Area D	9/9/2024	09-2024	Curtis Thaxter LLC (v0002094)	P-18475	150629	2,230.00	0.00	9,680.00	Professional Services Rendered - Consult On Option. Consult On Option Agreements Begin Work On Same Review Of
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16451	LAAHDC Rarr	1,000.00	0.00	10,680.00	Ramada App Fee
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16451	LAAHDC Rarr	2,500.00	0.00	13,180.00	Ramada LIHTC App Fee
laahdc	Lewiston Auburn Area D	10/10/2024	09-2024	Emerald Hospitality LLC (v0000166)	P-18729	LAAHDC RAM	10,000.00	0.00	23,180.00	Acquisition Escrow - Ramada
laahdc	Lewiston Auburn Area D	9/30/2024	01-2025	Platz Associates (v0002284)	P-26442	LAAHDC 093I	26,598.25	0.00	49,778.25	File 202422 Ramada-Professional servics 09/30/2024
laahdc	Lewiston Auburn Area D	2/28/2025	02-2025	RC MSHA 4% LIHTC to PID	J-7693		2,000.00	0.00	51,778.25	RC MH Ramada 4% LIHTC
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33952	LAAHDC 040	1,000.00	0.00	52,778.25	LIHTC Fee - Arbor Village - Ramada
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33952	LAAHDC 040	2,500.00	0.00	55,278.25	App Fee - Arbor Village-Ramada
laahdc	Lewiston Auburn Area D	4/11/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39433	152647	6,402.98	0.00	61,681.23	RAMADA
laahdc	Lewiston Auburn Area D	5/6/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39442	152854	30.00	0.00	61,711.23	ACCT 49691 -- Ramada -- Corporate document retrieval
laahdc	Lewiston Auburn Area D	5/6/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39442	152854	3.00	0.00	61,714.23	ACCT 49691 -- Ramada -- Filing/recording fees
laahdc	Lewiston Auburn Area D	9/15/2025	09-2025	Emerald Hospitality	R-29238	00001024	0.00	10,000.00	51,714.23	CHECKscan Payment - Emerald Hospitality (Ramada Dep Refund)
laahdc	Lewiston Auburn Area D	1/9/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55085	151777	45.00	0.00	51,759.23	10% Discounted amount
laahdc	Lewiston Auburn Area D	3/7/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55086	152217	176.40	0.00	51,935.63	10% Discounted amount
laahdc	Lewiston Auburn Area D	7/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55087	153361	277.20	0.00	52,212.83	10% Discounted amount
laahdc	Lewiston Auburn Area D	8/12/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55088	153629	302.40	0.00	52,515.23	10% Discounted amount
laahdc	Lewiston Auburn Area D	9/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55089	154375	226.80	0.00	52,742.03	10% Discounted amount
laahdc	Lewiston Auburn Area D	10/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55090	154651	50.40	0.00	52,792.43	10% Discounted amount
laahdc	Lewiston Auburn Area D	6/17/2025	02-2026	Platz Associates (v0002284)	P-62113	202422-03	661.50	0.00	53,453.93	Ramada - Design Development
Net Change=53,453.93							63,453.93	10,000.00	53,453.93	= Ending Balance =

1280-12-000				PID - Soleil I			0.00 = Beginning Balance =			
lha	Lewiston Housing Autho	7/30/2024	07-2024	Reclass to PID 07.2024	J-3811		2,000.00	0.00	2,000.00	Soleil Apts Phase 1 Pre App Fee
lha	Lewiston Housing Autho	7/30/2024	07-2024	Reclass to PID 07.2024	J-3811		2,000.00	0.00	4,000.00	Soleil Apts Phase 2 Pre App Fee
lha	Lewiston Housing Autho	8/30/2024	08-2024	Reclass To PID 08.2024	J-3812		5,559.37	0.00	9,559.37	Terradyn Consult Kaplan Thompson Architect
lha	Lewiston Housing Autho	8/30/2024	08-2024	Reclass To PID 08.2024	J-3812		2,000.00	0.00	11,559.37	Supplemental Services Kaplan Thompson Architects
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16450	LAAHDC Sole	1,000.00	0.00	12,559.37	Soleil Apts Phase 1 App Fee
laahdc	Lewiston Auburn Area D	9/11/2024	09-2024	MaineHousing (MSHA) (v0002218)	P-16450	LAAHDC Sole	2,500.00	0.00	15,059.37	Soleil Apts Phase 1 LIHTC App Fee
laahdc	Lewiston Auburn Area D	6/12/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28954	20240607-LF	16,261.26	0.00	31,320.63	Kaplan Thompson Architects
laahdc	Lewiston Auburn Area D	8/2/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28955	20240802-LF	14,589.17	0.00	45,909.80	Proj:LHA1 Choice 2 --inv20240802-LHA1 -- conulsants

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	9/27/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28956	20240927-LF	4,579.20	0.00	50,489.00	Project LHA1--Terradyn consultants llc
laahdc	Lewiston Auburn Area D	9/27/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28956	20240927-LF	10,233.55	0.00	60,722.55	Project LHA1--Terradyn consultants llc
laahdc	Lewiston Auburn Area D	9/27/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28956	20240927-LF	181.25	0.00	60,903.80	Project LHA1--Supplemental services
laahdc	Lewiston Auburn Area D	9/27/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28956	20240927-LF	437.60	0.00	61,341.40	Project LHA1--Supplemental services
laahdc	Lewiston Auburn Area D	9/27/2024	01-2025	Kaplan Thompson Architects (v0002184)	P-28956	20240927-LF	27,750.75	0.00	89,092.15	Project LHA1--Schematic design
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33951	LAAHDC 040	1,000.00	0.00	90,092.15	LIHTC Fee - Soleil Phase 1
laahdc	Lewiston Auburn Area D	4/1/2025	04-2025	MaineHousing (MSHA) (v0002218)	P-33951	LAAHDC 040	2,500.00	0.00	92,592.15	App Fee - Soleil Phase 1
laahdc	Lewiston Auburn Area D	4/11/2025	06-2025	Curtis Thaxter LLC (v0002094)	P-39434	152649	416.50	0.00	93,008.65	61 Ash
lha	Lewiston Housing Autho	5/9/2025	06-2025	Kaplan Thompson Architects (v0002184)	P-39438	20250509-LF	693.00	0.00	93,701.65	Terradyn Consultants LLC Request Number /438 18 Apr 2025 Additional Services Drawings for Public Works Database
laahdc	Lewiston Auburn Area D	8/18/2025	11-2025	Terradyn Consultants, LLC (v0000271)	P-52724	7915	930.00	0.00	94,631.65	Engineering Services for Ash St - Soleil
laahdc	Lewiston Auburn Area D	10/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52722	LHA202509	1,159.40	0.00	95,791.05	All projects
laahdc	Lewiston Auburn Area D	11/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52725	LHA202510	1,602.10	0.00	97,393.15	All Projects 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	1/9/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55119	151779	63.00	0.00	97,456.15	10% discounted amount
laahdc	Lewiston Auburn Area D	2/6/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55120	152040	163.80	0.00	97,619.95	10% Discounted amount
laahdc	Lewiston Auburn Area D	9/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55121	154376	69.30	0.00	97,689.25	10% discounted amount
laahdc	Lewiston Auburn Area D	10/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55123	154654	800.01	0.00	98,489.26	10% Discounted amount
laahdc	Lewiston Auburn Area D	12/2/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55122	155242	2.70	0.00	98,491.96	10% discounted amount
laahdc	Lewiston Auburn Area D	12/11/2025	12-2025	Genesis Community Loan Fund (v0000324)	P-54826	LAAHDC 121	1,736.50	0.00	100,228.46	Soleil Phase 1 predevelopment loan (1/2 of the origination fee)
lha	Lewiston Housing Autho	11/21/2025	12-2025	Kaplan Thompson Architects (v0002184)	P-57288	20251121-LF	44.00	0.00	100,272.46	Plots - 24x36
lha	Lewiston Housing Autho	11/21/2025	12-2025	Kaplan Thompson Architects (v0002184)	P-57288	20251121-LF	38,336.00	0.00	138,608.46	Schematic Design - Soleil Phase 1
laahdc	Lewiston Auburn Area D	12/1/2025	01-2026	Horvath Development LLC (v0000291)	P-57673	LHA202511	1,225.70	0.00	139,834.16	Solleil phase 1
laahdc	Lewiston Auburn Area D	12/15/2025	01-2026	Summit Geoen지니어링 Services, Inc (v0000291)	P-57675	25317-1	6,900.00	0.00	146,734.16	Soleil - 61 Ash St - Performed subsurface explorations & prepare geotechnical data package
laahdc	Lewiston Auburn Area D	1/1/2026	01-2026	Horvath Development LLC (v0000291)	P-57680	LHA202512	285.60	0.00	147,019.76	Soleil Phase 1 Hours
laahdc	Lewiston Auburn Area D	12/19/2025	02-2026	Kaplan Thompson Architects (v0002184)	P-62258	20251219-LF	38,336.00	0.00	185,355.76	LHA1 Soleil Apartements, Phase I - Choice 2 -- Schematic design
laahdc	Lewiston Auburn Area D	12/19/2025	02-2026	Kaplan Thompson Architects (v0002184)	P-62258	20251219-LF	114.40	0.00	185,470.16	LHA1 Soleil Apartements, Phase I - Choice 2 -- Plots 24x36 120 nov 2025 20 nov 2025
laahdc	Lewiston Auburn Area D	2/1/2026	02-2026	Horvath Development LLC (v0000291)	P-60601	LHA202601	962.20	0.00	186,432.36	Soleil Phase 1 Hours
laahdc	Lewiston Auburn Area D	2/10/2026	02-2026	Curtis Thaxter LLC (v0002094)	P-62119	155760	2,107.00	0.00	188,539.36	ACCT 49691 -- 61 Ash St
laahdc	Lewiston Auburn Area D	2/13/2026	03-2026	Kaplan Thompson Architects (v0002184)	P-63206	20260213-LF	43,710.00	0.00	232,249.36	Soleil Phase 1 & 2 -- 1 Schematic Design
laahdc	Lewiston Auburn Area D	2/13/2026	03-2026	Kaplan Thompson Architects (v0002184)	P-63206	20260213-LF	80,254.50	0.00	312,503.86	Soleil Phase 1 & 2 -- 2 Design Development
laahdc	Lewiston Auburn Area D	2/13/2026	03-2026	Kaplan Thompson Architects (v0002184)	P-63206	20260213-LF	308.00	0.00	312,811.86	Soleil Phase 1 & 2 -- 3 Design Development Plots - 24x36 02/05/2026
laahdc	Lewiston Auburn Area D	3/1/2026	03-2026	Horvath Development LLC (v0000291)	P-63293	LHA202602	3,211.30	0.00	316,023.16	Soleil Phase 1 Hours
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		2,000.00	0.00	318,023.16	RC LHA Soleil PID - Phase II Pre App Fee
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		2,000.00	0.00	320,023.16	RC LHA Soleil PID - Phase I Pre App Fee
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		38,380.00	0.00	358,403.16	RC LHA Soleil PID - Kaplan #20251121-LHA1 11.21.25
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		2,000.00	0.00	360,403.16	RC LHA Soleil PID - Kaplan Supplemental Services
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		693.00	0.00	361,096.16	RC LHA Soleil PID - Kaplan #20250509-LHA1 05.09.25
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		4,325.00	0.00	365,421.16	RC LHA Soleil PID - Haley Ward #20231927 03.22.23
laahdc	Lewiston Auburn Area D	3/31/2026	03-2026	Bangor Outgoing ACH - LHA	J-21753		5,559.37	0.00	370,980.53	RC LHA Soleil PID - Terradyne Kaplan
laahdc	Lewiston Auburn Area D	4/1/2026	03-2026	Genesis Community Loan Fund (v0000324)	P-63017	LAAHDC 040	1,680.80	0.00	372,661.33	61 Ash St Mortgage Interest Payment
lha	Lewiston Housing Autho	3/31/2026	03-2026	Camden Incoming ACH - LAAHDC	J-21692		0.00	50,632.37	322,028.96	LAHDC reimb for Soleil PID expenses
laahdc	Lewiston Auburn Area D	3/13/2026	04-2026	Kaplan Thompson Architects (v0002184)	P-66021	20260313-LF	64.60	0.00	322,093.56	Soleil -- Terradyn consultants
laahdc	Lewiston Auburn Area D	3/13/2026	04-2026	Kaplan Thompson Architects (v0002184)	P-66021	20260313-LF	704.00	0.00	322,797.56	Soleil -- Carroll associates

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	3/13/2026	04-2026	Kaplan Thompson Architects (v0002184)	P-66021	20260313-LF	112.00	0.00	322,909.56	Soleil -- Design development plots 24x36
laahdc	Lewiston Auburn Area D	3/13/2026	04-2026	Kaplan Thompson Architects (v0002184)	P-66021	20260313-LF	80,254.50	0.00	403,164.06	Soleil -- Design development
Net Change=403,164.06							453,796.43	50,632.37	403,164.06	= Ending Balance =

1280-12-002				PID - Soleil II			0.00 = Beginning Balance =			
laahdc	Lewiston Auburn Area D	6/26/2025	06-2025	MaineHousing (MSHA) (v0002218)	P-39563	LAAHDC 062	2,000.00	0.00	2,000.00	Pre Application Fee
laahdc	Lewiston Auburn Area D	9/11/2025	09-2025	MaineHousing (MSHA) (v0002218)	P-46906	LAAHDC 091	2,500.00	0.00	4,500.00	LIHTC App Fee
laahdc	Lewiston Auburn Area D	9/11/2025	09-2025	MaineHousing (MSHA) (v0002218)	P-46906	LAAHDC 091	1,000.00	0.00	5,500.00	General App Fee
laahdc	Lewiston Auburn Area D	11/1/2025	11-2025	Horvath Development LLC (v0000291)	P-52725	LHA202510	1,055.00	0.00	6,555.00	All Projects 10/1/25-10/31/25
laahdc	Lewiston Auburn Area D	12/1/2025	01-2026	Horvath Development LLC (v0000291)	P-57673	LHA202511	867.00	0.00	7,422.00	Soleil phase 2
laahdc	Lewiston Auburn Area D	2/1/2026	02-2026	Horvath Development LLC (v0000291)	P-60601	LHA202601	472.60	0.00	7,894.60	Soleil Phase 2 Hours
Net Change=7,894.60							7,894.60	0.00	7,894.60	= Ending Balance =

1280-15-000				PID - 104 Park Street			0.00 = Beginning Balance =			
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	62.50	0.00	62.50	Permit Drawings
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	187.50	0.00	250.00	Permit Drawings
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	125.00	0.00	375.00	Permit Drawings
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	687.50	0.00	1,062.50	Permit Drawings
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	625.00	0.00	1,687.50	Lha Office Layout Revisions
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	62.50	0.00	1,750.00	Lha Office Layout Revisions
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	312.50	0.00	2,062.50	Lha Office Layout Revisions
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	437.50	0.00	2,500.00	104 Park Measuring And Conceptual Design
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	562.50	0.00	3,062.50	104 Park Measuring And Conceptual Design
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	625.00	0.00	3,687.50	104 Park Measuring And Conceptual Design
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	125.00	0.00	3,812.50	104 Park Measuring And Conceptual Design
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	375.00	0.00	4,187.50	104 Park St Plan Revisions
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	42.12	0.00	4,229.62	4/23/25 Mileage For Client Meeting On Site 72 Miles X 0.585
104p	104 Park	5/16/2025	06-2025	SRL Architects (v0002328)	P-39440	1900	62.50	0.00	4,292.12	Permit Drawings
Net Change=4,292.12							4,292.12	0.00	4,292.12	= Ending Balance =

1280-16-000				PID - St Mary's			0.00 = Beginning Balance =			
laahdc	Lewiston Auburn Area D	7/21/2025	09-2025	Cushman & Wakefield of Massachusetts, LLC P-47260	25-27001-90		4,950.00	0.00	4,950.00	St Mary's Appraisal report
laahdc	Lewiston Auburn Area D	1/9/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55110	151776	175.50	0.00	5,125.50	10% Discounted amount
laahdc	Lewiston Auburn Area D	2/6/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55111	152038	705.60	0.00	5,831.10	10% Discounted amount
laahdc	Lewiston Auburn Area D	7/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55112	153360	1,688.40	0.00	7,519.50	10% Discounted amount
laahdc	Lewiston Auburn Area D	8/12/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55083	153628	529.20	0.00	8,048.70	10% Discounted amount
laahdc	Lewiston Auburn Area D	9/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55113	154374	4,032.00	0.00	12,080.70	10% Discounted amount
laahdc	Lewiston Auburn Area D	10/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55114	154650	8,479.80	0.00	20,560.50	10% Discounted amount
laahdc	Lewiston Auburn Area D	11/5/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55084	154904	1,562.40	0.00	22,122.90	10% Discounted amount
Net Change=22,122.90							22,122.90	0.00	22,122.90	= Ending Balance =

1280-17-000				PID - 163 Bates Street			0.00 = Beginning Balance =			
--------------------	--	--	--	-------------------------------	--	--	-----------------------------------	--	--	--

(.all)

General Ledger

Period = Jan 2024-Apr 2026

Book = Accrual

Sort On =

Property	Property Name	Date	Period	Person/Description	Control	Reference	Debit	Credit	Balance	Remarks
laahdc	Lewiston Auburn Area D	8/7/2025	11-2025	Radon Check Inc. (v0002293)	P-52732	25W-1080	225.00	0.00	225.00	radon air test 163 bates street
laahdc	Lewiston Auburn Area D	9/17/2025	11-2025	J.C. Ehrlich (v0002176)	P-52721	83555557	600.00	0.00	825.00	163 Bates Bed Bug Inspection
laahdc	Lewiston Auburn Area D	2/6/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55100	152041	1,260.00	0.00	2,085.00	10% Discounted amount
laahdc	Lewiston Auburn Area D	8/12/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55118	153633	1,077.30	0.00	3,162.30	10% Discounted amount
laahdc	Lewiston Auburn Area D	9/8/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55101	154378	119.70	0.00	3,282.00	10% Discounted amount
laahdc	Lewiston Auburn Area D	10/10/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55102	154655	1,323.45	0.00	4,605.45	10% Discounted amount
laahdc	Lewiston Auburn Area D	12/18/2025	12-2025	Curtis Thaxter LLC (v0002094)	P-55103	154905	436.50	0.00	5,041.95	10% Discounted amount
Net Change=5,041.95							5,041.95	0.00	5,041.95	= Ending Balance =

21,875,512.35 7,099,199.55

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-28970	812	04/2026	4/1/2026		hva		10.00	88017	
K-28971	812	04/2026	4/1/2026		hva		29.00	88018	
K-28972	812	04/2026	4/1/2026		hva		10.00	88019	
K-28973	812	04/2026	4/1/2026		hva		10.00	88020	
K-28974	812	04/2026	4/1/2026		hva		135.00	88021	
K-28975	812	04/2026	4/1/2026		hva		29.00	88022	
K-28976	812	04/2026	4/1/2026		hva		10.00	88023	
K-28977	812	04/2026	4/1/2026		hva		10.00	88024	
K-28978	812	04/2026	4/1/2026		hva		29.00	88025	
K-28979	812	04/2026	4/1/2026		hva		10.00	88026	
K-28980	812	04/2026	4/1/2026		hva		29.00	88027	
K-28981	812	04/2026	4/1/2026		hva		10.00	88028	
K-28982	812	04/2026	4/1/2026		ash		62.00	88029	
K-28983	812	04/2026	4/1/2026		hva		10.00	88030	
K-28984	812	04/2026	4/1/2026		hva		10.00	88031	
K-28985	812	04/2026	4/1/2026		hva		10.00	88032	
K-29058	813	04/2026	4/2/2026	Andwell Health Partners (v0000049)	lha		13,925.85	88033	
K-29059	813	04/2026	4/2/2026	Maine Municipal Employees Health Trust (MMEHT) (v0000051)	lha		73,294.91	88034	
K-29060	813	04/2026	4/2/2026	Agren Appliance Service Corporation (v0000101)	lha		1,188.97	88035	
K-29061	813	04/2026	4/2/2026	NCDCA Region 1 - New England (v0000322)	lha		250.00	88036	
K-29062	813	04/2026	4/2/2026	Maine Foodscapes, Inc. (v0000345)	bst		2,500.00	88037	
K-29063	813	04/2026	4/2/2026	Ace Detective & Security Agency, Inc. (v0002013)	bst		1,382.50	88038	
					hva		1,008.00	88038	
K-29064	813	04/2026	4/2/2026	Aire Serv of Lewiston (v0002022)	bst		250.00	88039	
K-29065	813	04/2026	4/2/2026	All Outdoor Services (v0002024)	hva		150.00	88040	
					lha		280.00	88040	
K-29066	813	04/2026	4/2/2026	BDO (v0002047)	lha		600.00	88041	
K-29067	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		92.20	88042	
K-29068	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		34.54	88043	
K-29069	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		117.07	88044	
K-29070	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		1,165.16	88045	
K-29071	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		114.41	88046	
K-29072	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		105.96	88047	
K-29073	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		118.75	88048	
K-29074	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	shs		49.22	88049	
K-29075	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	sws		31.86	88050	
K-29076	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	sws		32.25	88051	
K-29077	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	shs		30.21	88052	
K-29078	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	sws		38.15	88053	
K-29079	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	mva		24.43	88054	
K-29080	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	mva		113.95	88055	
K-29081	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	sws		46.80	88056	
K-29082	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	bsc		465.92	88057	
K-29083	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		113.92	88058	
K-29084	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	htn		36.91	88059	
K-29085	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		121.41	88060	
K-29086	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		121.41	88061	
K-29087	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		99.45	88062	
K-29088	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		151.59	88063	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-29089	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		91.24	88064	
K-29090	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		33.14	88065	
K-29091	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		33.01	88066	
K-29092	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		32.12	88067	
K-29093	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		114.41	88068	
K-29094	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		165.25	88069	
K-29095	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		183.47	88070	
K-29096	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	htn		35.17	88071	
K-29097	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		155.69	88072	
K-29098	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	hva		135.17	88073	
K-29099	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	shs		32.25	88074	
K-29100	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	mva		799.25	88075	
K-29101	813	04/2026	4/2/2026	Central Maine Power Company (v0002074)	bst		17.76	88076	
K-29102	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,740.81	88077	
K-29103	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	htn		135.49	88078	
K-29104	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,975.36	88079	
K-29105	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	bst		14,802.84	88080	
K-29106	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		2,465.68	88081	
K-29107	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	sab		150.00	88082	
K-29108	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		2,692.68	88083	
K-29109	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		3,500.80	88084	
K-29110	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	oak		168.80	88085	
K-29111	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	prk		288.20	88086	
K-29112	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	raa		862.38	88087	
K-29113	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	prk		324.44	88088	
K-29114	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	raa		1,802.84	88089	
K-29115	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	lha		308.95	88090	
K-29116	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		609.50	88091	
K-29117	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	college		624.01	88092	
K-29118	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		637.55	88093	
K-29119	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		721.70	88094	
K-29120	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		731.05	88095	
K-29121	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		843.25	88096	
K-29122	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		1,405.14	88097	
K-29123	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	ash		858.23	88098	
K-29124	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		4,977.12	88099	
K-29125	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,512.28	88100	
K-29126	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		2,075.24	88101	
K-29127	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		871.30	88102	
K-29128	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		890.00	88103	
K-29129	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		1,122.94	88104	
K-29130	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		964.80	88105	
K-29131	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		1,141.10	88106	
K-29132	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	raa		1,154.65	88107	
K-29133	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		964.80	88108	
K-29134	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,359.02	88109	
K-29135	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	lpa		1,260.42	88110	
K-29136	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	raa		1,330.68	88111	
K-29137	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		4,826.48	88112	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-29138	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,539.52	88113	
K-29139	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	shs		135.00	88114	
K-29140	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,640.50	88115	
K-29141	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		506.65	88116	
K-29142	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	raa		1,775.60	88117	
K-29143	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		2,656.36	88118	
K-29144	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,702.96	88119	
K-29145	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	prk		332.21	88120	
K-29146	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		497.30	88121	
K-29147	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		3,385.22	88122	
K-29148	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	lpa		397.66	88123	
K-29149	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	wip		410.60	88124	
K-29150	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	hva		3,755.04	88125	
K-29151	813	04/2026	4/2/2026	City of Lewiston - Utility Services Division (v0002079)	mva		415.60	88126	
K-29152	813	04/2026	4/2/2026	Marsh & McLennan Agency LLC (Clark Insurance) (v0002080)	bst		372.58	88127	
					hva		361.05	88127	
					lha		184.31	88127	
					lpa		115.23	88127	
					mva		583.83	88127	
					prk		53.77	88127	
					raa		115.23	88127	
K-29153	813	04/2026	4/2/2026	Competitive Energy (v0002084)	bsc		3.42	88128	
					bst		52.47	88128	
					college		8.63	88128	
					hva		16.63	88128	
					lha		8.88	88128	
					mva		16.69	88128	
K-29154	813	04/2026	4/2/2026	Daves Appliance Inc. (v0002102)	lha		829.00	88129	
K-29155	813	04/2026	4/2/2026	F. W. Webb Company (v0002124)	hva		12.72	88130	
K-29156	813	04/2026	4/2/2026	HD Supply (v0002162)	bst		904.99	88131	
					hva		1,702.12	88131	
					lha		632.14	88131	
					mva		1,301.25	88131	
K-29157	813	04/2026	4/2/2026	Home Depot Credit Services (v0002164)	bst		549.17	88132	
					hva		343.97	88132	
					mva		190.35	88132	
K-29158	813	04/2026	4/2/2026	The Iserv Company LLC (v0002174)	lha		3,900.00	88133	
K-29159	813	04/2026	4/2/2026	J.C. Ehrlich (v0002176)	bst		96.00	88134	
					lha		53.00	88134	
K-29160	813	04/2026	4/2/2026	LA Metropolitan Chamber of Commerce (v0002188)	lha		330.00	88135	
K-29161	813	04/2026	4/2/2026	Littlefield Solar LLC (v0002202)	bsc		18.64	88136	
					bst		219.18	88136	
					college		42.48	88136	
					hva		72.88	88136	
					lha		35.82	88136	
					mva		83.75	88136	
K-29162	813	04/2026	4/2/2026	Maine Auto Service (v0002207)	lha		126.59	88137	
K-29163	813	04/2026	4/2/2026	Northeast Electrical (v0002260)	bsc		173.70	88138	
K-29164	813	04/2026	4/2/2026	OTS Leasing (v0002269)	bst		100.50	88139	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
					lha		853.30	88139	
					raa		137.33	88139	
K-29165	813	04/2026	4/2/2026	Quikserve Plumbing and Heating (v0002291)	hva		1,536.92	88140	
K-29166	813	04/2026	4/2/2026	Selco (v0002310)	hva		7.58	88141	
K-29167	813	04/2026	4/2/2026	Sherwin-Williams Co. (v0002314)	hva		522.75	88142	
K-29168	813	04/2026	4/2/2026	SOS Drywall and Painting, LLC (v0002322)	hva		5,000.00	88143	
K-29169	813	04/2026	4/2/2026	Sprague Operating Resources LLC Lockbox (v0002327)	ash		481.17	88144	
					bsc		1,357.96	88144	
					bst		3,200.62	88144	
					college		109.10	88144	
					htn		98.95	88144	
					hva		8,191.63	88144	
					lha		323.08	88144	
					mva		3,831.23	88144	
					prk		471.34	88144	
					raa		1,315.41	88144	
					shs		123.20	88144	
					sws		118.30	88144	
					wip		405.92	88144	
K-29170	813	04/2026	4/2/2026	City Of Lewiston (v0002338)	bst		150.00	88145	
K-29171	813	04/2026	4/2/2026	City Of Lewiston (v0002338)	bst		65.40	88146	
					ehv		10.11	88146	
					hcv		848.14	88146	
					hva		126.75	88146	
					lha		12.14	88146	
					mod2		6.07	88146	
					mod5		82.25	88146	
					msv		93.72	88146	
					mva		102.48	88146	
K-29172	813	04/2026	4/2/2026	The Granite Group (v0002339)	hva		273.62	88147	
K-29173	813	04/2026	4/2/2026	Tribles USA, Inc. (v0002357)	hva		125.26	88148	
K-29174	813	04/2026	4/2/2026	Tribles USA, Inc. (v0002357)	bst		208.99	88149	
K-29175	813	04/2026	4/2/2026	Tribles USA, Inc. (v0002357)	bst		1,221.97	88150	
K-29176	813	04/2026	4/2/2026	Tru North Elevator Inspection Services LLC (v0002358)	lha		200.00	88151	
K-29177	813	04/2026	4/2/2026	Unifirst Corporation (v0002361)	bst		302.70	88152	
					hva		234.88	88152	
					lha		131.88	88152	
					mva		234.87	88152	
K-29178	813	04/2026	4/2/2026	Yardi Systems Inc (v0002385)	choice		0.60	88153	
K-29610	816	04/2026	4/9/2026		bst		370.78	88154	
K-29611	816	04/2026	4/9/2026	Cenergy Power (v0000307)	lha		35.88	88155	
K-29612	816	04/2026	4/9/2026	Ace Detective & Security Agency, Inc. (v0002013)	bst		1,382.50	88156	
					hva		1,008.00	88156	
K-29613	816	04/2026	4/9/2026	Aire Serv of Lewiston (v0002022)	hva		175.00	88157	
K-29614	816	04/2026	4/9/2026	Casella Recycling (v0002073)	bst		155.00	88158	
					hva		210.00	88158	
K-29615	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		33.39	88159	
K-29616	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88160	
K-29617	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		33.39	88161	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-29618	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		31.48	88162	
K-29619	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		31.61	88163	
K-29620	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88164	
K-29621	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.94	88165	
K-29622	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		72.15	88166	
K-29623	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88167	
K-29624	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88168	
K-29625	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		36.57	88169	
K-29626	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		31.47	88170	
K-29627	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.59	88171	
K-29628	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.46	88172	
K-29629	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	hva		8.95	88173	
K-29630	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.59	88174	
K-29631	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.59	88175	
K-29632	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88176	
K-29633	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		34.92	88177	
K-29634	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		32.12	88178	
K-29635	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.46	88179	
K-29636	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.59	88180	
K-29637	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.34	88181	
K-29638	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88182	
K-29639	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	raa		156.18	88183	
K-29640	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	hva		10.71	88184	
K-29641	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88185	
K-29642	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88186	
K-29643	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	raa		115.14	88187	
K-29644	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88188	
K-29645	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		33.01	88189	
K-29646	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	raa		112.96	88190	
K-29647	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		33.01	88191	
K-29648	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		32.41	88192	
K-29649	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	raa		83.26	88193	
K-29650	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	lpa		30.21	88194	
K-29651	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	raa		90.99	88195	
K-29652	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		34.93	88196	
K-29653	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		78.43	88197	
K-29654	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		43.69	88198	
K-29655	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		57.13	88199	
K-29656	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		153.53	88200	
K-29657	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		136.87	88201	
K-29658	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		32.37	88202	
K-29659	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		31.99	88203	
K-29660	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		129.86	88204	
K-29661	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		84.71	88205	
K-29662	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		116.59	88206	
K-29663	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		66.36	88207	
K-29664	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		32.37	88208	
K-29665	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		32.75	88209	
K-29666	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		139.28	88210	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-29667	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		102.58	88211	
K-29668	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		97.75	88212	
K-29669	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		110.54	88213	
K-29670	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		93.89	88214	
K-29671	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		135.42	88215	
K-29672	816	04/2026	4/9/2026	Central Maine Power Company (v0002074)	mva		96.78	88216	
K-29673	816	04/2026	4/9/2026	City of Lewiston - Utility Services Division (v0002079)	hva		1,306.54	88217	
K-29674	816	04/2026	4/9/2026	Marsh & McLennan Agency LLC (Clark Insurance) (v0002080)	lha		843.00	88218	
K-29675	816	04/2026	4/9/2026	Haven Connect, Inc. (v0002161)	bst		1.15	88219	
					mva		119.35	88219	
K-29676	816	04/2026	4/9/2026	HD Supply (v0002162)	mva		250.76	88220	
K-29677	816	04/2026	4/9/2026	Home Depot Credit Services (v0002164)	hva		82.58	88221	
K-29678	816	04/2026	4/9/2026	The Iserv Company LLC (v0002174)	bst		738.38	88222	
					hva		1,764.70	88222	
					lha		4,921.42	88222	
					mva		723.38	88222	
					raa		321.00	88222	
K-29679	816	04/2026	4/9/2026	J.C. Ehrlich (v0002176)	bst		72.00	88223	
K-29680	816	04/2026	4/9/2026	Joe and Kathy Sales LLC (v0002181)	mva		895.00	88224	
					raa		795.00	88224	
K-29681	816	04/2026	4/9/2026	Johnson Controls Fire Protection LP (v0002183)	bst		408.00	88225	
K-29682	816	04/2026	4/9/2026	Lanit (v0002192)	lha		35.00	88226	
K-29683	816	04/2026	4/9/2026	Maine Auto Service (v0002207)	lha		16.73	88227	
K-29684	816	04/2026	4/9/2026	OTS Leasing (v0002269)	mva		202.03	88228	
K-29685	816	04/2026	4/9/2026	Selco (v0002310)	bst		63.98	88229	
					hva		7.58	88229	
					mva		21.95	88229	
K-29686	816	04/2026	4/9/2026	Sherwin-Williams Co. (v0002314)	hva		667.00	88230	
K-29687	816	04/2026	4/9/2026	SOS Drywall and Painting, LLC (v0002322)	bst		1,185.00	88231	
K-29688	816	04/2026	4/9/2026	The Granite Group (v0002339)	hva		660.83	88232	
K-29689	816	04/2026	4/9/2026	Unifirst Corporation (v0002361)	bsc		117.01	88233	
					bst		123.87	88233	
					hva		123.87	88233	
					mva		123.86	88233	
K-29690	816	04/2026	4/9/2026	Verizon Connect Fleet USA LLC (v0002372)	hcv		137.00	88234	
					hva		27.94	88234	
					lha		27.08	88234	
					mva		21.80	88234	
K-29691	816	04/2026	4/9/2026	Yardi Systems Inc (v0002385)	ash		282.50	88235	
					bst		167.00	88235	
					ehv		0.50	88235	
					hcv		14.00	88235	
					hva		427.00	88235	
					lha		0.50	88235	
					lpa		6.50	88235	
					mod5		0.50	88235	
					msv		18.00	88235	
					mva		315.50	88235	
					oak		6.00	88235	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
					prk		6.00	88235	
					raa		91.00	88235	
					sab		18.00	88235	
					wip		25.50	88235	
K-29768	819	04/2026	4/16/2026		raa		150.29	88236	
K-29769	819	04/2026	4/16/2026		lha		250.00	88237	
K-29770	819	04/2026	4/16/2026		pbvbsf		1,000.00	88238	
K-29771	819	04/2026	4/16/2026	Lewiston Auburn Area Development Corp (v0000013)	prk		22.31	88239	
K-29772	819	04/2026	4/16/2026	US Postal Service (v0000061)	lha		816.00	88240	
K-29773	819	04/2026	4/16/2026	Encore Holdings LLC (v0000095)	college		479.40	88241	
K-29774	819	04/2026	4/16/2026	Concord Group Insurance (v0000235)	bst		698.94	88242	
					hva		677.32	88242	
					mva		1,095.25	88242	
					raa		216.17	88242	
K-29775	819	04/2026	4/16/2026	Ace Detective & Security Agency, Inc. (v0002013)	bst		790.00	88243	
K-29776	819	04/2026	4/16/2026	AFSCME Council 93 (v0002020)	lha		655.60	88244	
K-29777	819	04/2026	4/16/2026	Aire Serv of Lewiston (v0002022)	mva		553.00	88245	
K-29778	819	04/2026	4/16/2026	Becky Cobb (v0002051)	lha		1,495.00	88246	
K-29779	819	04/2026	4/16/2026	Casella Recycling (v0002073)	lha		305.00	88247	
K-29780	819	04/2026	4/16/2026	Central Maine Power Company (v0002074)	mva		15.40	88248	
K-29781	819	04/2026	4/16/2026	Central Maine Power Company (v0002074)	wip		157.39	88249	
K-29782	819	04/2026	4/16/2026	Drummond Woodsum (v0002114)	lha		1,659.46	88250	
K-29783	819	04/2026	4/16/2026	FP Mailing Solutions (v0002138)	lha		170.94	88251	
K-29784	819	04/2026	4/16/2026	Language Line Services (v0002191)	hva		224.00	88252	
					lha		417.02	88252	
K-29785	819	04/2026	4/16/2026	Maine Accessibility Corporation (v0002204)	lha		335.00	88253	
K-29786	819	04/2026	4/16/2026	MEMIC (v0002227)	lha		2,039.63	88254	
K-29787	819	04/2026	4/16/2026	Matthew R. Johnson (v0002255)	hva		31,000.00	88255	
K-29788	819	04/2026	4/16/2026	Patriot Insurance Company (v0002274)	lha		5.00	88256	
K-29789	819	04/2026	4/16/2026	RHR Smith & Company (v0002300)	lha		6,500.00	88257	
K-29790	819	04/2026	4/16/2026	SOS Drywall and Painting, LLC (v0002322)	raa		1,985.00	88258	
K-29978	821	04/2026	4/23/2026		hcv		3,360.01	88259	
K-29979	821	04/2026	4/23/2026	Rentgrow Inc (v0000081)	bst		27.00	88260	
					hva		45.00	88260	
					mva		27.00	88260	
K-29980	821	04/2026	4/23/2026	Cenergy Power (v0000307)	bsc		7.88	88261	
					bst		355.25	88261	
					college		31.75	88261	
					hva		101.88	88261	
					lha		53.26	88261	
					mva		64.76	88261	
K-29981	821	04/2026	4/23/2026	St Mary's Health System (v0001012)	hcv		4,846.00	88262	
K-29982	821	04/2026	4/23/2026	Ace Detective & Security Agency, Inc. (v0002013)	hva		2,016.00	88263	
K-29983	821	04/2026	4/23/2026	Aire Serv of Lewiston (v0002022)	bst		790.33	88264	
K-29984	821	04/2026	4/23/2026	All Outdoor Services (v0002024)	hva		273.00	88265	
K-29985	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		32.12	88266	
K-29986	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		32.37	88267	
K-29987	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	ash		170.91	88268	
K-29988	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		55.29	88269	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
K-29989	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		31.61	88270	
K-29990	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		32.88	88271	
K-29991	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		31.74	88272	
K-29992	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		31.99	88273	
K-29993	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		57.13	88274	
K-29994	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		31.86	88275	
K-29995	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		31.61	88276	
K-29996	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		30.21	88277	
K-29997	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		35.93	88278	
K-29998	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		32.12	88279	
K-29999	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		64.19	88280	
K-30000	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	lha		338.92	88281	
K-30001	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		36.66	88282	
K-30002	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	hva		48.96	88283	
K-30003	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	lpa		30.21	88284	
K-30004	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		32.50	88285	
K-30005	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	hva		33.52	88286	
K-30006	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bsc		428.90	88287	
K-30007	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	hva		32.88	88288	
K-30008	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	mva		32.91	88289	
K-30009	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		2,228.84	88290	
K-30010	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		41.99	88291	
K-30011	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	lha		650.70	88292	
K-30012	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		101.97	88293	
K-30013	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		43.74	88294	
K-30014	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		184.76	88295	
K-30015	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bst		36.57	88296	
K-30016	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	mva		21.21	88297	
K-30017	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		33.26	88298	
K-30018	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	college		709.06	88299	
K-30019	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	mva		44.37	88300	
K-30020	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	prk		34.41	88301	
K-30021	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bsc		1,048.47	88302	
K-30022	821	04/2026	4/23/2026	Central Maine Power Company (v0002074)	bsc		877.50	88303	
K-30023	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	hva		264.00	88304	
K-30024	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	bsc		264.00	88305	
K-30025	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	hva		2,583.47	88306	
K-30026	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	college		264.00	88307	
K-30027	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	bst		264.00	88308	
K-30028	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	ash		264.00	88309	
K-30029	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	prk		264.00	88310	
K-30030	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	mva		353.00	88311	
K-30031	821	04/2026	4/23/2026	City of Lewiston - Utility Services Division (v0002079)	bsc		950.51	88312	
K-30032	821	04/2026	4/23/2026	Daves Appliance Inc. (v0002102)	hva		1,924.00	88313	
K-30033	821	04/2026	4/23/2026	HD Supply (v0002162)	bst		196.64	88314	
					hva		824.40	88314	
					raa		428.23	88314	
K-30034	821	04/2026	4/23/2026	J.C. Ehrlich (v0002176)	ash		68.60	88315	
					bst		1,059.74	88315	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
					htn		19.54	88315	
					hva		922.13	88315	
					lpa		294.28	88315	
					mva		1,491.06	88315	
					oak		9.79	88315	
					prk		137.28	88315	
					raa		269.97	88315	
					sab		8.97	88315	
					shs		19.54	88315	
					sws		29.38	88315	
					wip		39.22	88315	
K-30035	821	04/2026	4/23/2026	Maine Auto Service (v0002207)	lha		129.84	88316	
K-30036	821	04/2026	4/23/2026	NAPA Auburn (v0002246)	lha		25.62	88317	
K-30037	821	04/2026	4/23/2026	Skelton Taintor & Abbott (v0002316)	bsc		310.00	88318	
					lha		310.00	88318	
K-30038	821	04/2026	4/23/2026	SOS Drywall and Painting, LLC (v0002322)	hva		1,995.00	88319	
K-30039	821	04/2026	4/23/2026	Sprague Operating Resources LLC Lockbox (v0002327)	ash		332.82	88320	
					bsc		941.54	88320	
					bst		2,692.20	88320	
					college		111.27	88320	
					htn		55.30	88320	
					hva		6,105.27	88320	
					lha		138.48	88320	
					mva		2,983.10	88320	
					prk		275.75	88320	
					raa		926.43	88320	
					shs		67.08	88320	
					sws		63.09	88320	
					wip		300.54	88320	
K-30040	821	04/2026	4/23/2026	Stanley Elevator Co Inc (v0002330)	bst		922.00	88321	
K-30041	821	04/2026	4/23/2026	City Of Lewiston (v0002338)	ash		8.39	88322	
					bst		116.27	88322	
					htn		2.40	88322	
					hva		112.67	88322	
					lpa		15.58	88322	
					mva		182.20	88322	
					oak		1.20	88322	
					prk		11.99	88322	
					raa		35.96	88322	
					sab		1.20	88322	
					shs		2.40	88322	
					sws		3.60	88322	
					wip		4.79	88322	
K-30042	821	04/2026	4/23/2026	City Of Lewiston (v0002338)	ash		33.00	88323	
					bst		115.00	88323	
					hva		284.00	88323	
K-30043	821	04/2026	4/23/2026	City Of Lewiston (v0002338)	ash		11.43	88324	
					bst		158.45	88324	
					htn		3.27	88324	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
					hva		153.55	88324	
					lpa		21.24	88324	
					mva		248.30	88324	
					oak		1.63	88324	
					prk		16.34	88324	
					raa		49.01	88324	
					sab		1.63	88324	
					shs		3.27	88324	
					sws		4.90	88324	
					wip		6.53	88324	
K-30044	821	04/2026	4/23/2026	City Of Lewiston (v0002338)	bst		150.00	88325	
K-30045	821	04/2026	4/23/2026	The Granite Group (v0002339)	hva		48.30	88326	
K-30046	821	04/2026	4/23/2026	Trafton & Matzen (v0002355)	bst		562.89	88327	
					hcv		360.00	88327	
					hva		492.89	88327	
					lha		120.00	88327	
					mva		1,586.58	88327	
K-30047	821	04/2026	4/23/2026	Unifirst Corporation (v0002361)	bst		67.83	88328	
					hva		143.09	88328	
K-30048	821	04/2026	4/23/2026	Unitil (v0002366)	ash		298.74	88329	
					bsc		853.04	88329	
					bst		1,863.48	88329	
					college		157.02	88329	
					htn		120.89	88329	
					hva		5,389.69	88329	
					lha		522.00	88329	
					lpa		334.15	88329	
					mva		3,281.23	88329	
					oak		176.15	88329	
					prk		596.95	88329	
					raa		1,016.32	88329	
					sab		240.17	88329	
					shs		128.86	88329	
					sws		126.05	88329	
					wip		278.11	88329	
K-30049	821	04/2026	4/23/2026	Verizon Connect Fleet USA LLC (v0002372)	hcv		137.00	88330	
					hva		27.94	88330	
					lha		27.08	88330	
					mva		21.80	88330	
K-30050	821	04/2026	4/23/2026	Verizon Wireless (v0002373)	ash		9.95	88331	
					bst		137.91	88331	
					hcv		73.54	88331	
					htn		2.85	88331	
					hva		133.63	88331	
					lha		194.13	88331	
					lpa		18.48	88331	
					mva		216.09	88331	
					oak		1.42	88331	
					prk		14.22	88331	

Check Register

For Period = Apr 2026

Control	Batch	Period	Date	Person	Property	Account	Amount	Reference	Notes
					raa		42.65	88331	
					sab		1.42	88331	
					shs		2.84	88331	
					sws		4.26	88331	
					wip		5.69	88331	
K-30051	821	04/2026	4/23/2026	Yardi Systems Inc (v0002385)	ash		3.00	88332	
					bsc		3.60	88332	
					bst		26.40	88332	
					college		2.40	88332	
					hcv		0.60	88332	
					htn		2.40	88332	
					hva		51.60	88332	
					lha		64.80	88332	
					lpa		20.40	88332	
					mod2		0.60	88332	
					mva		34.20	88332	
					oak		1.20	88332	
					prk		12.00	88332	
					raa		7.80	88332	
					sab		1.80	88332	
					shs		3.00	88332	
					sws		3.60	88332	
					wip		1.80	88332	
K-30313	822	04/2026	4/24/2026	Trisha Williams (v0000351)	lha		1,500.00	88333	
							Total	381,289.04	

Executive Director Update May 2026

How has the end of another fiscal year crept up so quickly? It's hard to believe it has been 7 years since I joined the agency and we began the rebuild of LHA. We made lofty goals right out of the gate to secure a Choice Grant, retool our culture, become developers, engage with the community/city and reposition our public housing portfolio. As we stretched to meet our goals, each of the prior 6 years has passed with extraordinary speed. I am unsure if it has been the pace of work or the anticipation of what is to come, but this 7th year has felt different and passed significantly faster, if that is even possible. As we sit here today, taking stock of where we were and where we currently stand, it's hard not to be proud. We were the first small city in America to get a Choice Grant. It's been said so many times over the years that it feels as though it has diluted the accomplishment to some degree. However, securing and implementing this Grant alone would have established success for most Agencies in this time period, but we never got complacent. We implemented new policies and procedures that blended our high expectations for business results with a focus on work/life balance and employee satisfaction and our data points reflect resounding success. We jumped headfirst into development, taking some early lumps and learning some tough lessons, but doggedly held our course and conviction. Today we find ourselves with 82 units completed and another 104 under construction, with an additional four properties composed of 160 units funded and about to break ground, and an internal pipeline that will keep us active for a decade to come. We went from highly insulated and relatively quiet to highly visible and active within the community. Our partnerships with the city and other local businesses and partners have never been more prolific. Lastly, the long road to repositioning our fading public housing is coming to an end, as our Section 22 applications have been vetted and are being prepared to be submitted prior to the beginning of the new fiscal year. This process, and the opportunities it will unlock for LHA to redefine, reimagine and redevelop the core of what our agency has provided for the community for the last 50 years, will provide us the basis for our work for the next 7 years and beyond. It's no wonder this year has passed so quickly, as the anticipation of what is to come is hard to wait on. As such, we are excited to present a draft budget for the 26/27 fiscal year at this meeting, in anticipation of the start of the 7/1/2026 fiscal year.

LHA/LAAHDC Development Update - 05/15/2026

Project	Stage	Status	Important Dates	Next Steps
Martel I	Closing	<ul style="list-style-type: none"> * Closing Date target of July 1, 2026. * MSHA Loan Committee approval received. * Construction loan closing calls with MSHA and Red Stone started this week. * Fire Marshall Construction Permit approval received. * City of Lewiston Building Permit approval is approved and issued. * Final pricing and design submission finalized and transmitted to MSHA. * Equity investor, Redstone, due diligence complete. * TIF Agreement approved by MSHA. 	Closing Target: July 1, 2026	<ul style="list-style-type: none"> * Continue to move forward with Redstone to negotiate and finalize the Partnership Agreement. * Work with project team toward construction loan closing and construction start
Martel II	Pre-Dev	<ul style="list-style-type: none"> * Submitted pre-development loan application to Evernorth, will close when Phase 1 predevelopment loan is paid off. * Notice to Proceed has been executed, 12/22/2025. * TIF Agreement approved by MSHA. * MSHA has confirmed that no CM selection process is necessary; we can work with PGC. * MSHA confirmed that the project can proceed directly to a 90% design document submission. * Sent out investor RFPs and waiting on responses 	Notice to Proceed from MSHA 12/22/2025 Targeting closing date in Q3 2026	<ul style="list-style-type: none"> * Finalize 90% drawings for submission to MSHA * Work with PGC to finalize GMP once the 90% submission is submitted * Finalize Investor decision
Martel III	Application	<ul style="list-style-type: none"> * Will submit to MSHA for 9% LIHTC funding - pre-app 7/2026, full app 09/2026. * Conceptual level drawings are in process. * Contract Zone approved by city which will allow additional building height for this phase. * Working on submission to Planning Board for site plan approval. * TIF application to City Council Exec Session on June 2. 	9% LIHTC pre-application 7/2026; Full App to be submitted 09/2026.	<ul style="list-style-type: none"> * Progress conceptual designs * Work with City to answer any questions regarding the zoning change process * TIF application to City Council on June 2
Soleil (Combined)	Pre - Dev	<ul style="list-style-type: none"> * MSHA has agreed to combine the two phases into one project. * Combined 50% submission transmitted to MSHA. * A&E Contract Finalized. * Genesis predevelopment loan closed on 3/11/2026. * Draft Notice to Proceed received from MSHA; Completed MSHA Kick-Off Meeting. * MSHA no longer utilizes Notice to Proceed; Working with MSHA to finalize Notice of Award letter in lieu of Notice to Proceed. * Environmental / Brownfield's assessment in process with AVCOG. * Brownfields Cleanup application submitted to DECD. 	Targeting closing date in Q4 2026	<ul style="list-style-type: none"> * Finalize Notice of Award with MSHA * Complete Environmental Phase 2 Assessment * Incorporate MSHA comments into 90% design submission * Send out Investor RFPs
Public Housing Conversions	In process	<ul style="list-style-type: none"> * Working on Section 22 conversions. * Cost tool threshold has been met for Hillview, Meadowview and Blake Street Towers. * Conversion materials are drafted. * Appraisal updates are underway. * Resident meetings were conducted week of 11/10/2025. Widely accepted as a positive action that would benefit residents, Lewiston Housing/LAAHDC and the community. * City approved of Environmental Review. 	Targeting a submission to HUD May 2026.	* Begin final review of materials to prepare for submission
B-Street Expansion / Renovation	Pre-Closing	<ul style="list-style-type: none"> * Community Dental signed LOI. Modifications to the plans have been incorporated by architect/engineer; GC has updated their pricing. * Working with Maine BLS to secure financing. Received initial loan terms and are in negotiations. 	Targeting a rehab start in May 2026	<ul style="list-style-type: none"> * Work with St. Mary's for sale of their condo * Incorporate updated construction numbers into project proforma * Obtain loan commitment from lender
Choice	Stage	Status	Important Dates	Next Steps
DeWitt	Construction	<ul style="list-style-type: none"> * Bates Bldg. fixtures, hardware and cabinetry install is underway. * Park Bldg. roofing install is expected at the end of the month. 	Construction Ongoing	* Construction underway



Property Management Report

Submitted by Hollie Sprague

May 2026

Property Management:

Occupancy:

Owned: 98% (excludes CHOICE units and SRO Bates)

Managed: 95.2% (excludes Place Ste Marie due to rehab)

Make ready average- Owned: 8 days

Make ready average- Managed: 89 days (pest and contractor delays)

Resident Success Team Highlights

- Bates Student Volunteers held Sunday Brunch at Blake Street Towers
- CMMC held a presentation at BST on the Family and Patient Volunteer Assistance Program
- Bates Student Volunteers held an arts and crafts event at Meadowview
- 5 pantries during the month of April and 84 residents attended, 14 emergency/supplemental requests for food by both residents and staff, 27 commodity food boxes (CSFP) delivered, 14 emergency/supplemental requests for food by both residents and staff

Family Self-Sufficiency (FSS) Program

- 51 participants (27 Public Housing, 24 HCV/PBV/EHV).
- 1 participant became CRMA certified.
- 1 participant graduated from the program

FYI (Foster Youth to Independence) Program

- Issued 12 vouchers, with 8 participants successfully housed.
- Requested 1 new voucher from HUD; waiting for approval

Home Modifications (OAHMP / CAPABLE)

- Completed 2 home modifications, with 7 referrals and 2 intakes in progress.
- Marketing event held at Western Mountain Baptist Church for 30+ older adults and have received several referrals. Participated in healthcare event at Brighton Medical Center for OT's and case managers.

YMCA @ Hillview Partnership

- 479 meals served with total attendance of 491 and 67 unduplicated youth.

(207) 783-1423 | PO Box 361, Lewiston, Maine 04243 | www.lewistonhousing.org



- In collaboration with Trinity Jubilee the first community wide meal distribution served 515 meals to 117 unduplicated children and 58 unduplicated adults at Hillview.
- Bike giveaway event in collaboration with The Kaleidoscope Project is scheduled for May.

Property	Unit	BR	Date Avail	Occ.	Status
blwa	2	1	2/9/2026	vacant	Processing 2 applicants and waitlist
msh	61	3	10/17/2025	vacant	File approved, pending M/I
msh	58	3	4/20/2026	vacant	File approved, pending M/I
oxfam	NOR 7	3	1/13/2026	vacant	Processing 8 files and waitlist
oxfam	FRY 399-3	1	11/15/2025	vacant	Processing 3 applicants and waitlist
oxfam	29-1	3	6/30/2025	vacant	Processing 3 applicants and waitlist
oxfam	2-SP-1	3	11/15/2025	vacant	File approved, pending M/I
oxfam	16-FR-2	3	1/11/2025	vacant	Applicant approved, pending rehab
shouse	302	0	7/17/2025	vacant	File submitted, pending approval
shouse	306	0	2/22/2026	vacant	Processing 1 applicant and waitlist
shouse	301	0	10/30/2025	vacant	Processing 2 applicants and waitlist

Property	Unit	BR	Date Avail	Occ.	Status
bst	2-t	0	1/23/2026	vacant	Processing 1 applicant and processing waitlist
bst	2-w	1	3/11/2026	vacant	Processing 1 applicant and processing waitlist
bst	2-Y	1	3/13/2026	vacant	Processing 1 applicant and processing waitlist
bst	2-R	1	5/10/2026	vacant	Processing 1 applicant and processing waitlist
bst	4-T	0	4/25/2026	vacant	Processing 1 applicant and processing waitlist
bst	4-U	0	5/15/2026	vacant	Processing 1 applicant and processing waitlist
hva	9-5	4	12/26/2025	vacant	File approved, M/I scheduled 05/29/2026
hva	2-1	3	4/15/2026	vacant	Processing 3 applicants and processing waitlist
MVA	244	0	4/22/2026	vacant	Processing 4 applicants and processing waitlist
MVA	343	0	5/13/2026	vacant	Processing 1 applicant



Voucher Administration Division Report

Submitted by Jennifer Boardman

May-2026

Voucher Administration Report Summary

During May 2026, the Rental Assistance Division continued implementation of Housing Choice Voucher (HCV) issuance activities, while maintaining a strong focus on eligibility processing, program compliance, and systems improvements. Staff continued advancing applications from the Centralized Waitlist, processing verifications, and completing background checks to support timely voucher issuance. Based on current workflow updates, staff have made significant progress in reviewing active applications, with eligibility determinations, verification requests, and follow-up actions ongoing across the remaining applicant pool.

Centralized Waitlist:

Month	Total Number on Waitlist	Change
April 2026	1371	
May 2026	1291	-80

In addition to core issuance activities, the Division remained actively engaged in addressing time-sensitive participant needs and coordinating with internal staff and external partners to support housing stability. Staff continued to respond to complex case scenarios requiring individualized review, documentation verification, and coordination with case managers to ensure compliance with program requirements while supporting successful housing outcomes

Operationally, the Division placed significant emphasis on system integrity and process improvements during the month. Staff worked closely with Yardi and internal stakeholders to address system-related challenges, including budget entry errors and reporting inconsistencies, while exploring enhanced verification tools to improve workflow efficiency and reduce administrative burden.

Additionally, staff continued to navigate evolving requirements associated with special purpose voucher programs, including Emergency Housing Vouchers (EHV) and VASH. Guidance from HUD was reviewed regarding EHV transition timelines and absorption into the HCV program, while coordination with external partners continued to address leasing challenges and program structure adjustments for VASH vouchers.

Overall, the Rental Assistance Division made continued progress during May by sustaining voucher issuance workflows, advancing system improvements, and maintaining compliance during a complex and high-volume operational period. The Division remains focused on completing current eligibility processing, strengthening internal systems and documentation practices, and supporting program adaptability as federal requirements and program demands continue to evolve.

Voucher Issuance Tracking Numbers

	March 2026	April 2026	May 2026 (to date)
Total Applicants Pulled from Waitlist	150	150	150
Responses to Outreach	68	43	45
No response	63	72	
Mail Returned	15	21	1
Over Income	8	14	5
Already have vouchers	3		0
No longer intereseted	2	3	1
Not eligible	2	3	
Put back on the waitlist as they self-selected incorrect preference	22		
Number of vouchers issued (applicants looking for units)	11	13	
Orientation or briefing with Applicants			8
Housed	2		
Response only after letter stating removal from waitlist	11	6	

Voucher Administration Program

Program Stats for May 2026

	May Total	Previous Month (April 2026)
Total Authorized Vouchers	1578	1578
Tenant Based Vouchers	1267	1267
Project Based Vouchers	137	137
Mainstream Vouchers	139	139
Emergency Housing Vouchers	10	10
Foster Youth Vouchers	6	6
Vash Vouchers	8	8
Tenant Protection Vouchers	11	11
Total Active Vouchers	1074	1085
Total Active Tenant Based Vouchers	771	779
Tenant Based Vouchers Temporarily Inactive	21	29
Total Active Project Based Vouchers	125	123
Total Active Mainstream Vouchers	103	100
Total Active Emergency Housing Vouchers	8	9
Total Active MainStream Vouchers Ported Out	9	10
Portable Tenant Vouchers Ported Out	37	35
Mod Rehab Contracts Authorized (total units)	114	114
Contract in Effect (units rented)	100	104
Portable Tenant Vouchers Ported In	0	0
Excluded from Active Voucher Count - people searching for unit		
Vash Vouchers Issued	0	0
EHV Vouchers Issued	0	0
Tenant Protection Vouchers Issued	0	0
FYI Vouchers Issued	0	0
Main Stream Vouchers Issued	6	7
Tenant Based Vouchers Issued	20	7

LEWISTON HOUSING AUTHORITY INSPECTION REPORT May 2026	PRE-OCCUPANCY	ANNUAL	SPECIAL	RE-INSPECTIONS	
<u>SECTION 8 EXSISTING</u>	6	30	1	41	
<u>Quality Control</u>					
TOTALS	6	30	1	41	78
<u>MOD. REHAB</u>					
162, 164 BARTLETT STREET		2			102
ST. MARY'S		100			
TOTALS		102			
SUB TOTALS	6	132	1	41	180
	TOTAL OF ALL INSPECTIONS				180

TERM SHEET

April 21, 2026

Chris Kilmurry, Manager
 Martel School Senior Housing GP LLC, General Partner
 Martel School Senior Housing LP
 c/o Lewiston-Auburn Area Housing Development Corporation
 86 Lisbon Street
 P.O. Box 361
 Lewiston, Maine 04240

This Term Sheet outlines the terms and conditions of financing (the “Loans”) to be provided by Maine State Housing Authority (“MaineHousing”) to Martel School Senior Housing LP (“Developer”) for development of a 44-unit elderly residential rental project located at 860 Lisbon Street in Lewiston, Maine (the “Project”).

Loan Principal	Interest Rate	Term	Disbursement	Repayment	Recourse
Loan #1 \$8,940,000 construction loan (tax exempt bonds)	4.5%	18 Mo.	At Construction Loan Closing (“CLC”) and during construction	Monthly Interest-only; principal payable at maturity	Recourse
Loan #2 \$2,160,000 construction loan (BP Surplus)	4.5%	18 Mo.	Monthly during construction after full disbursement of Loan #1	Monthly Interest-only; principal payable at maturity	Recourse
Loan #3 \$5,308,707 deferred loan (SAM – 4%)	0%	30 years from Permanent Loan Closing (“PLC”)	\$2,910,000 at CLC/during construction; balance at PLC to the extent needed based on cost certification	Principal payable at maturity	Recourse until PLC, then non-recourse (customary exceptions)
Loan #4 \$5,403,149 interest-only loan (return of principal tax exempt bonds)	5.5%	30 years from PLC	At PLC	Monthly Interest-only; principal payable at maturity	Non-recourse (customary exceptions)
Other terms – 6% late payment fee after 15 days; no prepayment; 3% of unpaid principal for involuntary prepayment; not assumable; 10% interest rate on protective advances; and 10% default interest rate.					

Use: Construction of 44 one-bedroom units of affordable rental housing for seniors at 860 Lisbon Street in Lewiston, Maine within a condominium and in a new, 3-story building and including a community room, laundry facilities, bike storage, outdoor seating areas, and broadband infrastructure capable of supporting telemedicine services. Eleven (11) of the housing units will be Type A accessible units, and the Project will include twenty-three (23) on-site parking spaces, seven (7) of which will be accessible.

Collateral: Mortgages and security interests in Project real estate and personal property, appurtenant easements and rights, leases and rents, contracts (including construction contracts), any rental subsidy agreements, permits and approvals, capital contributions, Credit Enhancement Agreement or equivalent, Section 8 Project-based Voucher HAP Contracts, and accounts required by MaineHousing. Pledge of capital contributions and developer fee. Scheduled payments of Developer Fee may be made absent an uncured default. Loans 1, 2, and 4 will be secured by a first priority lien, and Loan 3 will be secured by a second priority lien.

No loans or encumbrances other than those allowed by MaineHousing. If required by MaineHousing, an intercreditor and subordination agreement will address the priority and rights of the Loans, any other loans on the pro forma attached as **Exhibit A**, restrictive covenants, and any purchase options and/or rights of first refusal and any other loans and encumbrances allowed by MaineHousing.

Guarantees of construction completion and construction loan repayment from Lewiston Auburn Area Housing Development Corporation and Lewiston Housing Authority. Lewiston Housing Authority guaranty to be limited to non-HUD assets.

Programs: Developer must comply with MaineHousing's Rental Loan Program guide, dated November, 2023 (the "RLP Guide"), 2023 4% LIHTC Program Request For Proposals, 2023/2024 Qualified Allocation Plan, and commitments made in its financing application to MaineHousing (collectively, the "Program").

As a requirement of the Program and the low-income housing tax credits ("LIHTC"), Developer will enter into tax-exempt bond restrictive covenants and into an Extended Use Agreement and Program Declaration of Covenants, to be recorded in the appropriate Registry of Deeds, obligating Developer to (i) keep the 44 units in the Project occupied by households with income at or below 60% of AMI and rent-restricted for 45 years, and (ii) provide an on-site resident service coordinator at the Project for at least 10 hours per week.

Construction: The Project must be constructed in accordance with MaineHousing's *Quality Standards and Procedures Manual* dated March, 2024, including the accessibility requirements set forth in MaineHousing's *Accessibility Policy and Procedures for the Design and Construction of Multi-family and Supportive Housing Projects* dated April, 2019, which requires the Project to be designed and constructed in accordance with all applicable federal, state and local accessibility laws, regulations and standards, as any or all of the foregoing may be amended, including, without limitation, the Federal Fair

Housing Act (ANSI Standard A117.1-2003), Section 504 of the Rehabilitation Act of 1973 (UFAS), applicable provisions of the Americans with Disabilities Act of 1990 and the Maine Human Rights Act, and Developer and the Project must comply with all federal, state and local building codes and requirements applicable to the Project.

Developer must notify MaineHousing of any construction work prior to CLC, and in such event, Developer acknowledges and agrees that (i) MaineHousing is not consenting to such work, (ii) such work is undertaken entirely at the Developer's own risk, and (iii) notwithstanding MaineHousing's involvement in the development of the Project plans and specifications and monitoring of the construction work, Developer will indemnify MaineHousing against any claim, suit, liability, damage, loss or expense (including reasonable attorneys' fees) arising from such work.

Closing: Prior to CLC, Developer must provide the following to MaineHousing's satisfaction:

- (1) Real estate ownership and control documents for the Project site, and site and infrastructure access necessary to construct and operate the Project.
- (2) Evidence of payment of real estate taxes and municipal assessments due on or before CLC.
- (3) Commitment for ALTA title insurance loan policy insuring the Loans and lien positions, with standard exceptions for persons-in-possession, mechanics' liens and survey matters deleted and affirmative coverage and endorsements as may be required by MaineHousing.
- (4) Final approved construction plans and specifications, budget, contract with GMP amendment, 100% payment and performance bonds naming *Maine State Housing Authority* as an obligee, and other items on Construction Services Document Review Sign-off.
- (5) All approvals, permits, licenses, site and subdivisions plans, restrictions, access and/or utility easements, use agreements, and covenants, and any amendments, relating to the Project, and land use and zoning opinion.
- (6) ALTA/NSPS Land Title Survey of Project site meeting the MaineHousing Survey Requirements dated February 23, 2023, including the February 23, 2026 ALTA/NSPS survey standards.
- (7) Developer's Tax Certification in form provided by MaineHousing.
- (8) Reliance letter naming MaineHousing as an intended user of all environmental reports.
- (9) Insurance coverage complying with *Maine State Housing Authority Insurance Requirements for Multi-family and Supportive Housing*.

- (10) Asset Management approval of management plan and agreement, resident service plan and budget, tenant selection criteria, form of residential tenant lease, and any other Asset Management requirements.
- (11) Organizational, entity and authority documents of Developer, Martel School Senior Housing GP LLC, and Lewiston-Auburn Area Housing Development Corporation. Developer's limited partnership agreement must include MaineHousing-required provisions, including, without limitation, certification that the investor limited partner(s) providing the projected capital contributions shown on **Exhibit A** is/are fully capitalized as of the closing and that the capital is not subject to any pledge or security interest.
- (12) Legal opinions regarding (i) existence and good standing of Developer, Martel School Senior Housing GP LLC, and Lewiston-Auburn Area Housing Development Corporation, (ii) authority and receipt of all authorizations for Developer, Martel School Senior Housing GP LLC, and Lewiston-Auburn Area Housing Development Corporation to enter into the transaction and execute MaineHousing documents, and with respect to Martel School Senior Housing GP LLC, to cause Developer to take action; (iii) enforceability of MaineHousing documents; (iv) no pending or threatened litigation or administrative proceedings; and (v) no violation of any agreement by which the entities are bound or any law or court order resulting from transaction.
- (13) Loan documents and funding availability for all other construction and permanent financing for the Project, including an \$850,000 loan from Androscoggin Savings Bank to be paid off by an \$850,000 AHP subsidy loan from First Home Loan Bank of Boston.
- (14) Funding from Lewiston Housing Authority in the amount of \$75,400 to be held in escrow by MaineHousing to fund shared costs associated with Phase II of the Martel School development.
- (15) TIF Credit Enhancement Agreement between Developer and the City of Lewiston returning 75% of the Project's tax increment revenues annually for 16 years.
- (16) Agreement to Enter into a Housing Assistance Payments Contract between Developer and Lewiston Housing Authority providing Section 8 Project-based Vouchers for all 44 units in the Project to be issued upon completion of construction of the Project and for an initial term of at least 20 years.
- (17) Any additional requirements that MaineHousing determines are reasonably necessary to effectuate the Loans.

Project

Accounts:

The following accounts must be established and maintained in accordance with the RLP Guide and MaineHousing requirements:

(1) Replacement Reserve Account at PLC – initial \$108,207 deposit and \$1,833.33 monthly funding (\$500 per unit annually) thereafter, increasing 3% annually.

(2) Tax and Insurance Account at PLC with initial funding and monthly funding determined by MaineHousing at PLC and annually thereafter; and

(3) Operating Deficit Account at PLC - \$349,057 funding to be maintained during the term of the Loans.

MaineHousing will hold, directly or through its designee, and be the sole signatory on, all accounts.

Fees: \$2,000 commitment fee and \$194,250 financing fee at CLC.


7.5% LIHTC allocation fee, and \$44,000 LIHTC monitoring fee at PLC.

All fees are nonrefundable.

The above MaineHousing loan and credit terms are based on the overall financing structure for the Project reflected in the pro forma attached hereto as Exhibit A which has been approved by MaineHousing. The final amounts and terms and all other conditions and requirements of the Loans will be set forth in the documents to be executed in connection with the Loans at CLC which shall supersede this Term Sheet. If Loan closing is not complete by July 1, 2026, this Term Sheet will expire and MaineHousing will have no further obligations hereunder.

If you have any questions, please contact Thomas Hodgkins, Multifamily Loan Officer, at (207) 624-5733 and thodgkins@mainehousing.org, or Joshua Ward, Multifamily Loan Officer, at (207) 501-5880 and jward@mainehousing.org.

MAINE STATE HOUSING AUTHORITY

By: 
Daniel Brennan
Its Director

cc: Thomas Hodgkins, MaineHousing Multifamily Loan Officer
Joahua Ward, MaineHousing Multifamily Loan Officer
Billy Clark, MaineHousing Asset Manager
Jamie Francomano, MaineHousing Construction Analyst

Exhibit A

DEVELOPMENT ASSUMPTIONS						
Total Units		44	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
# @ 50% AMI (low HOME)	0.0%	0	Rent	2.00%	2.50%	3.00%
# @ 50% AMI (High HOME)	0.0%	0	Operating Expense	3.00%	3.00%	3.00%
# @ 50% AMI (LIHTC)	61.4%	27	Other Income	2.00%	2.50%	3.00%
# @ 60% AMI (LIHTC)	38.6%	17	Debt Coverage Ratio	1.15		
# @ Market	0.0%	0	Vacancy	5%		
Appraised Market Value		8,930,623	Market Value/Unit	\$202,969		

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Phase II	TDC
Site Improvements	1,611,246	36,619		1,611,246
Construction	9,351,015	212,523	71,810	9,422,825
General Requirements	893,284	20,302		893,284
Builder Profit	362,094	8,229		362,094
Bond Premium	142,455	3,238		142,455
Construction Contingency	5.00% 618,005	14,046	3,590	621,595
Subtotal Construction Costs	12,978,099	294,957	75,400	13,053,499
Building Permits and Fees	139,785	3,177	0	139,785
Survey & Engineering	114,600	2,605		114,600
Architectural & Design	733,190	16,663	0	733,190
Legal	140,000	3,182	0	140,000
Title & Recording	54,474	1,238	0	54,474
Accounting	15,000	341	0	15,000
Construction Period Tax	17,000	386	0	17,000
Construction Period Insurance	51,516	1,171	0	51,516
Other	42,394	964	0	42,394
Subtotal Soft Costs	1,307,959	29,726	0	1,307,959
Construction Loan Origination Fees	194,250	4,415	0	194,250
Construction Loan Interest	508,124	11,548	0	508,124
MaineHousing Loan Fees	3,000	68	0	3,000
Other Permanent Loan Fees	0	0	0	0
Other	50,957	1,158	0	50,957
Subtotal Finance Costs	756,331	17,189	0	756,331
Market Survey	5,000	114	0	5,000
Appraisal	5,800	132	0	5,800
Environmental Study	45,000	1,023	0	45,000
LIHTC Fees & Prepaid Monitoring	96,936	2,203	0	96,936
Relocation Costs	0	0	0	0
FF&E	60,000	1,364	0	60,000
Other	0	0	0	0
Subtotal Miscellaneous	212,736	4,835	0	212,736
Acquisition: Buildings	0	0	0	0
Acquisition: Land	1	0	0	1
Acquisition: Existing Reserves	0	0	0	0
Acquisition: Legal	0	0	0	0
Acquisition: other	260,620	5,923	0	260,620
Subtotal Acquisition	260,621	5,923	0	260,621
Operating Deficit Escrow	349,057	7,933	0	349,057
Pre-funded Replacements	108,207	2,459	0	108,207
Tax & Insurance Escrow	79,715	1,812	0	79,715
Working Capital	44,000	1,000	0	44,000
Total Syndication Expenses	75,000	1,705	0	75,000
Consultant Fee	0	0	0	0
Developer Overhead	600,000	13,636	0	600,000
Developer Profit	600,000	13,636	0	600,000
Other	0	0	0	0
Subtotal Fee and Reserves	1,855,978	42,181	0	1,855,978
Total Project Costs	17,371,725	394,812	75,400	17,447,125

Max LIHTC Available	645,820
LIHTC Alloc.	645,820
Equity yield	0.83
Synd. %	99.99%
Equity Raise	5,359,769

Historic Credit FED	0
Equity yield	0.87
Synd. %	99.99%
Equity Raise	0

Historic Credit STATE	0
Equity yield Equivalent	0.88
Synd. %	100.00%
Equity Raise	0

GP Contribution	100
-----------------	-----

Total Equity:	5,359,869
---------------	-----------

Gross Square Footage	33,145
Construction Cost/Sq ft.	373
Total Project Cost/Sq ft.	526

Notes:	
GMP	12,431,904

Maximum Gross Developer Fee (10%/15%)	2,412,728
Maximum Net Developer Fee (per unit max)	750,000
Actual Proposed Gross Fee	1,200,000
% of maximum Gross Fee	49.7%
Proposed Net Fee Collected	750,000
% of Maximum Net Fee	100.0%

FLOW OF FUNDS									
Sources	CLC	During Construction				PLC	1st Equity Occupancy Milestone	Final Capital Payment	Total
		25%	50%	75%	100%				
Beginning Cash	0	0	0	0	0	0	0	0	0
Fed Tax Credit Capital	269,873				534,192	4,220,812	267,993	66,998	5,359,869
ME Tax Credit Capital	0					0		0	0
Construction Loan	1,038,563	593,700	3,124,350	3,385,162	2,955,945				11,100,000
ASB Construction Loan	850,000								850,000
MH: 0% Deferred Loan-SAM-4%	0	2,700,000	210,000			2,398,707			5,308,707
Interest Bearing Loan						5,403,149			5,403,149
Interest Only for 30 Years									
MH Loan #3						0			0
Conventional First Mortgage						0			0
AHP Loan	0		850,000						850,000
GP Capital Contribution	75,400	0				0			75,400
TIF Loan*	0					0			0
	0					0			0
	0					0			0
	0					0			0
General Partner (or Affiliate) Loan						0			0
Deferred Developer Fee						450,000			450,000
TOTAL SOURCES	2,233,836	3,293,700	4,184,350	3,385,162	3,490,137	12,472,668	267,994	66,999	29,397,125
Uses									
Acquisition	260,621								260,621
Construction		3,244,525	3,244,525	3,244,525	3,244,525				12,978,099
Soft Costs	1,242,959	10,000	10,000	10,000	10,000	25,000			1,307,959
Financing Costs	299,019	20,325	60,975	111,787	172,762	91,462		0	756,331
Miscellaneous	168,736					44,000			212,736
Dev Fee	187,500					677,508	267,993	66,998	1,200,000
Reserves						536,978			580,978
TOTAL DEV. COSTS	2,158,836	3,274,850	3,315,500	3,366,312	3,471,287	1,374,949	267,993	66,998	17,296,725
Repay ASB Loan			850,000						850,000
Repay Construction Loan						11,097,719		0	11,100,000
Other Syndication Costs	75,000								75,000
Total Commercial Costs		18,850	18,850	18,850	18,850				75,400
SUBTOTAL OTHER ITEMS	75,000	18,850	868,850	18,850	18,850	11,097,719	0	0	12,100,400
TOTAL USES OF FUNDS	2,233,836	3,293,700	4,184,350	3,385,162	3,490,137	12,472,668	267,993	66,998	29,397,125
Ending Cash	0	0	0	0	0	0	0	0	0

50% Test	
Agg. Basis	16,250,898
Perm. TE	5,403,149
	33.25%
Min TE Amt	8,940,000
Bal. of CL	2,160,000
Actual TE Bonds	8,940,000

Sub. Per Unit	120,652
Sub. Per L.I Unit	120,652
Mkt. Diff. Per Unit	337

PROJECT FINANCING								
Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1	0% Deferred Loan-SAM-4%	5,308,707	0.00%	30	Second	0	0	0
Source 2	0% Deferred Loan-Other	0	0.00%	30	Second	0	0	0
Source 3	Interest Bearing Loan	5,403,149	5.50%	30	First	297,173	297,173	297,173
Source 4		0	0.00%	55	First	0	0	0
Source 5	AHP Loan	850,000	0.00%	30	Third	0	0	0
Source 6	GP Capital Contribution	75,400	0.00%	30	Second	0	0	0
Source 8		0	0.00%	30	Third	0	0	0
Source 9		0	0.00%	30	Third	0	0	0
Source 10		0			Third		Grant	
Source 11	General Partner (or Affiliate) Loan	0			Unsecured		Cash Flow	
Source 12	Deferred Developer Fee	450,000			Unsecured		Cash Flow	
Source 13	Net Syndication	5,359,869	\$0.83					
	Capitalization Gap	(0)						
	Total	17,447,125						

COLLATERAL COVERAGE (Permanent)		
	Total	Per Unit
First Lien Financing	5,403,149	122,799
Appraised Market Value	8,930,623	202,969
Loan to Value Ratio		61%
Second Lien Financing	10,787,256	245,165
Loan to Value Ratio		121%
Third Lien Financing	11,637,256	264,483
Loan to Value Ratio		130%
COLLATERAL COVERAGE (Construction)		
	Total	Per Unit
First Lien Financing	11,950,000	271,591
Appraised Market Value	14,091,268	320,256
Loan to Value Ratio		85%
Second Lien Financing	14,935,400	339,441
Loan to Value Ratio		106%
Third Lien Financing	15,785,400	358,759
Loan to Value Ratio		112%

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT	9 Months											
	4/1/23	9	21	33	45	57	69	81	93	105	117	129
	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	
Effective Gross Income	557,017	757,543	772,693	788,147	803,910	824,008	844,608	865,723	887,367	909,551	932,289	
Less Operating Expense	300,705	412,968	425,357	438,118	451,262	464,799	478,743	493,106	507,899	523,136	538,830	
Net Operating Income	256,312	344,574	347,336	350,029	352,649	359,209	365,865	372,618	379,468	386,415	393,460	
Less RLP Repay	222,880	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	33,432	47,401	50,163	52,856	55,476	62,036	68,692	75,445	82,295	89,242	96,286	
Cash Flow per Unit	1,013	1,077	1,140	1,201	1,261	1,410	1,561	1,715	1,870	2,028	2,188	
Debt Coverage Ratio(RLP)	1.15	1.16	1.17	1.18	1.19	1.21	1.23	1.25	1.28	1.30	1.32	
Principal Balance(RLP)	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	
Principal Balance(Other)	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	
Operating Reserve Balance	349,057	354,292	359,607	365,001	370,476	376,033	381,674	387,399	393,210	399,108	405,094	411,171

Total Cash Flow Projected over 12 Years	927,420
--	---------

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued	Yr 15											
	141	153	165	177	189	201	213	225	237	249	261	
	12/31/2034	12/31/2035	12/31/2036	12/31/2037	12/31/2038	12/31/2039	12/31/2040	12/31/2041	12/31/2042	12/31/2043	12/31/2044	
Effective Gross Income	955,597	979,487	1,003,974	1,029,073	1,054,800	1,086,444	1,119,037	1,152,608	1,187,187	1,222,802	1,259,486	
Less Operating Expense	554,995	571,645	588,794	606,458	624,651	643,391	662,693	682,574	703,051	724,142	745,867	
Net Operating Income	400,602	407,842	415,180	422,615	430,149	443,053	456,345	470,035	484,136	498,660	513,620	
After Tax NOI	400,602	407,842	415,180	422,615	430,149	443,053	456,345	470,035	484,136	498,660	513,620	
Less RLP Repay	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	103,429	110,669	118,007	125,442	132,975	145,880	159,171	172,862	186,963	201,487	216,447	
Cash Flow per Unit	2,351	2,515	2,682	2,851	3,022	3,315	3,618	3,929	4,249	4,579	4,919	
Debt Coverage Ratio(RLP)	1.35	1.37	1.40	1.42	1.45	1.49	1.54	1.58	1.63	1.68	1.73	
Principal Balance(RLP)	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	
Principal Balance(Other)	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	
Operating Reserve Balance	411,171	417,338	423,598	429,952	436,402	442,948	449,592	456,336	463,181	470,129	477,181	484,338

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued	Yr 15									
	273	285	297	309	321	333	345	357	360	
	12/31/2045	12/31/2046	12/31/2047	12/31/2048	12/31/2049	12/31/2050	12/31/2051	12/31/2052	12/31/2053	
Effective Gross Income	1,297,271	1,336,189	1,376,275	1,417,563	1,460,090	1,503,893	1,549,009	1,595,480	410,836	
Less Operating Expense	768,243	791,290	815,028	839,479	864,664	890,604	917,322	944,841	243,297	
Net Operating Income	529,028	544,899	561,246	578,084	595,426	613,289	631,688	650,638	167,539	
After Tax NOI	529,028	544,899	561,246	578,084	595,426	613,289	631,688	650,638	167,539	
Less RLP Repay	297,173	297,173	297,173	297,173	297,173	297,173	297,173	297,173	74,293	
Less Other Repay	0	0	0	0	0	0	0	0	0	
Cash Flow	231,855	247,726	264,073	280,910	298,253	316,116	334,514	353,465	93,246	
Cash Flow per Unit	5,269	5,630	6,002	6,384	6,778	7,184	7,603	8,033	8,477	
Debt Coverage Ratio(RLP)	1.78	1.83	1.89	1.95	2.00	2.06	2.13	2.19	2.26	
Principal Balance(RLP)	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	10,711,856	
Principal Balance(Other)	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	925,400	
Operating Reserve Balance	484,338	491,603	498,977	506,462	514,059	521,770	529,596	537,540	545,603	553,788

DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 23rd day of March in the year 2026
(In words, indicate day, month, and year.)

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

Martel School Senior Housing LP
86 Lisbon Street
PO Box 361
Lewiston, ME 04240

and the Construction Manager:
(Name, legal status, address, and other information)

Penobscot General Contractors
241 US Route 1, Suite 401
Falmouth, ME 04105

for the following Project:
(Name, location, and detailed description)

Martel Apartments – Phase One
860 Lisbon Street
Lewiston, ME 04240

The Architect:
(Name, legal status, address, and other information)

Platz Associates
Two Great Falls Plaza
Auburn, ME 04210

The Owner and Construction Manager 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.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction of a New 44 Single Bedroom Unit, 3-Story, 37,000 square foot wood framed Senior Housing Building. This building will include a Lobby, Office, Community Space, Elevator and Stairs with associated site parking.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

This project is 3.22 acres and is located at 860 Lisbon Street in Lewiston, ME.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«»

.2 Construction commencement date:

«»

.3 Substantial Completion date or dates:

«.»

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Penn Lindsay, Lewiston Housing Authority
Ray Berube, Lewiston Housing Authority
P.O. Box 361
Lewiston, ME 04240
plinsday@lewistonhousing.org
rberube@lewistonhousing.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Summit Geoengineering Services
210 Maine Avenue
Farmingdale, ME 04344
Attn: William Peterlein, P.E.

.2 Civil Engineer:

Acorn Engineering, Inc.
16 Middle Street – Suite 302
Portland, ME 04101
Attn.: Craig Burgess, P.E.
207-775-2655

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Platz Associates
Two Great Falls Plaza
Auburn, ME 04210
Daniel C. Moreno, NCARB, AIA
dmoreno@platzassociates.com
[207-784-2941](tel:207-784-2941)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Jon DiCentes
Penobscot General Contractors
241 US Route 1, Ste 401
Falmouth, ME 04105
jdicentes@penobscotgc.com
207-853-8332

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

None

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager. Wherever in this Agreement there is a reference to "AIA Document A201™–2017, General Conditions of the Contract for Construction" or "A201-2017," such reference shall be deemed to incorporate the following: " , as modified by the Supplemental General Conditions."

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree in writing, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The

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

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance, which shall be updated by the Contractor no less than monthly. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, and as provided by the Owner, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost and constructability evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager, such terms to be set forth in writing. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them and prepare such contracts according to their terms.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. This includes, but is not limited to, abiding by the Davis-Bacon wage requirements and Section 3 of the Housing and Urban Development Act of 1968.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

«.»

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. Owner's acceptance of the Guaranteed Maximum Price is subject to Owner's receipt of sufficient financing, as determined in its sole discretion, which Owner agrees to use commercially reasonable efforts to obtain. The

Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. The GMP does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The GMP Project Schedule, which will include the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency shall not be used for changes in the Work or for any item that, under the terms of this Agreement, would be the basis for an adjustment of the GMP. The Construction Manager shall include a complete accounting of all charges against the contingency with its monthly requisitions.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement and by incorporating the items set forth in Section 3.2.3, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based and the date of substantial completion.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. The Owner shall direct its Architect to provide the Construction Manager with 100% Construction Documents for the preparation of the GMP. The Construction Manager shall be entitled to rely on the accuracy and completeness of the Construction Documents prepared by the Architect for the GMP.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and, if known, information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«\$15,000,

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«N/A – included in CM fee »

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «six » («6 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable according to the procedures outline in the attached A201-2017 General Conditions and this Agreement Section 11.1.3. Amounts unpaid « 30 » (« thirty ») days after the applicable deadline shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«Current prime rate plus 1% « »

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«The Construction Manager's Fee shall be calculated at 3.00% of the Cost of the Work including General Conditions. »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«The Construction Manager's Fee shall be adjusted, either increased or decreased, by 3.00% of the actual costs associated with any approved change in the Work. »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«Subcontractors shall be limited to 10% overhead and profit on increases in their Cost of Work. »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «one hundred » percent («100 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« If the Construction Manager fails to achieve Substantial Completion (as defined in Exhibit A to this Agreement) by the date set forth in Exhibit A of this Agreement, as modified by written Change Orders, the Construction Manager shall pay the Owner, or the Owner shall deduct from amounts otherwise payable to the Construction Manager, the amount of \$500.00 per day until such time that Substantial Completion is achieved. »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« 60% of all savings under the GMP, if any, shall be returned by the Owner and 40% shall be retained by the Construction Manager at Final Completion of the Project. Shared savings is defined as the Guaranteed Maximum Price minus the actual Contract Sum. »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work that require more time for completion as can be demonstrated in a critical path schedule.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Compensation for the Construction Manager's salaried or hourly personnel (including construction workers, shop workers, warehouse workers, estimating, drafting, engineering, expediting, scheduling, coordinating, purchasing, supervising, controlling, managing accounting, administrative, clerical, job cost, safety, CAD or information technology support) who are engaged in the performance of the Work, wherever stationed. Labor rates within this Section are subject to periodic review and substantiation at the Owner's request but approval of such review shall not be unreasonably withheld. Notwithstanding any terms to the contrary in this Agreement, once accepted in the GMP Amendment, in no event shall Contractor's home office overhead or fees, fixed price aspects of costs (including any lump sum pricing), unit pricing, labor rates, labor or insurance multipliers, equipment rates, or small tool rates be subject to renegotiation.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«See attached Exhibit C for hourly wage rates. Salaries and proposed staffing shall not vary materially from rates and hours presented in Construction Manager's proposal dated September 14, 2023, which includes proposed rates and staffing levels for the Project Executive, Project Manager, Assistant Project Manager, Project Superintendent, Assistant Superintendent, and additional project administration.»

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and will be at the rate attached in Exhibit C.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Construction Manager and Owner agree that upon Owner's acceptance of Construction Manager's recommendation for subcontract award, the amounts paid by Construction Manager under the approved subcontract agreements will not be subject to the audit provisions of this Agreement except to confirm that the amounts billed and approved by Construction Manager are the amounts charged to the Owner in the Construction Manager's billing.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation, 10% mark-up on Construction Manager purchased materials and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of

materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges paid to third parties for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies related to the Work.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval. Such approval, which may be subject to review by Owner's lenders and funders in addition to the Owner, shall not be unreasonably withheld.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior written approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved in writing by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 In accordance with the requirements of MaineHousing, the Construction Manager and Owner will determine a calendar day that will serve as the monthly funding day for the duration Project ("Fund Date"). The Fund Date is typically the 1st or 15th of every month. Provided that a complete (which shall mean fully signed by all parties) Application for Payment is received by the Owner not later than fifteen (15) days before the Fund Date, the Owner shall make payment of the amount certified to the Construction Manager not later than ten (10) days following the Fund Date. If a complete Application for Payment is received by the Owner less than fifteen (15) days before the Fund Date, payment of the amount certified shall be made by the Owner not later than «ten » («10 ») days following the next month's Fund Date.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit conditional lien waivers, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, Section 3 documentation, subcontractor payrolls in accordance with Davis-Bacon wage compliance, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. The Construction Manager shall provide a complete package for the Owner with each Application for Payment and will include a summary spreadsheet of costs incurred during the requisition period, copies of subcontractor and supplier invoices, and support job costs reports showing payroll information for General Conditions costs.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Payment to the Construction Manager and any subcontractors shall be subject to retainage of five percent (5%).»

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« General Conditions, General Requirements, any Temporary Construction Measures, and Construction Manager's Fee »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

5% retainage against payments of subcontractors performing the direct work until the Work achieves Substantial Completion. Subject to Owner's approval, Construction Manager may request early release of retainage for Subcontractors that achieve the Substantial Completion of their respective scope of work before the Substantial Completion of the Work

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«Retainage will not be released until Final Payment.»

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has completed the closeout procedures as stipulated in the project manual, which includes completion of the MaineHousing Closeout Checklist;
- .3 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .4 the Construction Manager has submitted the necessary documentation to demonstrate compliance with all relevant wage requirements as specified within this contract, and the Owner, in its sole discretion, has found the Construction Manager to be compliant with said requirements; and
- .5 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on

the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

«No later than thirty (30) days after the conditions of Section 11.2.1 are met. »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « Current prime + 1%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other: (Specify)

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work actually completed to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work actually completed to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner’s convenience.)

«The method for determining this fee shall be the same as Section 13.2.2.1 plus any reasonable administration costs associated directly with a Termination for Convenience. »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased to the extent such suspension increases the cost of the Work and/or impacts the critical path of the schedule of the Work as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «one million dollars » (\$ «1,000,000 ») for each occurrence and «two million dollars » (\$ «2,000,000 ») in the aggregate for bodily injury and property damage.

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «five hundred thousand dollars » (\$ «500,000 ») each accident, «five hundred thousand dollars » (\$ «500,000 ») each employee, and «five hundred thousand dollars » (\$ «500,000 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «one million dollars » (\$ «1,000,000 ») per claim and «one million dollars » (\$ «1,000,000 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability Insurance	\$10,000,000
Pollution Coverage Insurance	\$3,000,000

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«In accordance with AIA Document A201-2017 Article 1 Section 1.6.2. »

§ 14.5 Other provisions:

«§ 14.5.1 Construction Manager shall indemnify, defend, and hold harmless the Owner from and against all mechanics liens on the Project, except to the extent such liens arise from the failure of the Owner to pay for Work actually done and invoiced. This indemnity shall include all costs of collection and enforcement, including reasonable attorneys' fees. If any lien is filed for which Construction Manager shall have indemnity obligations under this Section, Construction Manager shall promptly take all commercially reasonable steps needed to cause such lien to be bonded off or discharged, at no cost to Owner, within thirty (30) days of the filing of same. »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and issued with this Agreement.
- .3 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .4 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .5 Exhibit C, Construction Labor Rates
- .6 Exhibit D, MaineHousing Addendum to AIA Document A133-2009
- .7 Exhibit E, HUD Contractor Certifications and Assurances
- .8 Exhibit F, Davis-Bacon Requirements
- .9 Exhibit G, Section 3 Requirements
- .10 Exhibit H, Equal Employment Opportunity Requirements
- .11 Exhibit I, HUD Federal Labor Standards Provisions

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

MARTEL SCHOOL SENIOR HOUSING LP *(Signature)*

By: Martel School Senior Housing GP, LLC, its
General Partner

By: Christopher Kilmurry, its Manager
(Printed name and title)

PENOBSCOT GENERAL CONTRACTORS *(Signature)*

Jon DiCentes – Co-President
(Printed name and title)

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

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

Matel Apartments – Phase One
860 Lisbon Street
Lewiston, ME 04240

THE OWNER:
(Name, legal status and address)

Martel School Senior Housing LP
86 Lisbon Street
PO Box 361
Lewiston, ME 04240

THE ARCHITECT:
(Name, legal status and address)

Platz Associates
Two Great Falls Plaza
Auburn, ME 04210

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

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.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2

Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**

Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
 Contractor's Employees
 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
 Contractor's Relationship with Separate Contractors and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
 Contractor's Relationship with Subcontractors
 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
 9.6.7, 9.10.2, 11.2, 11.3, 11.4
 Contractor's Relationship with the Architect
 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
 Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
 Contractor's Responsibility for Those Performing the Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
 Contractor's Review of Contract Documents
 3.2
 Contractor's Right to Stop the Work
 2.2.2, 9.7
 Contractor's Right to Terminate the Contract
 14.1
 Contractor's Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
 9.8.3, 9.9.1, 9.10.2, 9.10.3
 Contractor's Superintendent
 3.9, 10.2.6
 Contractor's Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
 Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
 Copies Furnished of Drawings and Specifications
 1.5, 2.3.6, 3.11
 Copyrights
 1.5, **3.17**
 Correction of Work
 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
 Costs
 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
 11.3, 14.2.4, 15.1.7
 Damages for Delay
 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
 Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
 9.4.1, **9.5**, 9.7, 14.1.1.3
 Defective or Nonconforming Work, Acceptance, Rejection and Correction of
 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
 9.10.4, 12.2.1
 Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
 Disputes
 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
 Drawings and Specifications, Use and Ownership of
 3.11
 Effective Date of Insurance
 8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
 Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
 10.3.3, 11.3, 14.1, 14.2.1.1
 Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.3.2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

- .1 Notwithstanding procurement and contractual requirements, in the event of conflict or discrepancies among the Contract Documents, the Contract Documents shall be construed according to the following priorities.
 - a. First Priority Modifications
 - b. Second Priority Agreement
 - c. Third Priority Addenda – later date to take precedence
 - d. Fourth Priority Supplemental General Conditions
 - e. Fifth Priority General Conditions
 - f. Sixth Priority Special requirements of financing agency published in the Project Manual
 - g. Seventh Priority Division 1 of the Specifications
 - h. Eighth Priority Drawings and Div. 2-16 of the Specifications
- .2 In the event of conflicts or discrepancies between the Drawings and Divisions 2-16 of the Specifications or within either document not clarified by Addendum, the Drawings shall govern.
- .3 The Contract Documents executed by the Owner and the Contractor shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Except for the special agreements in Section 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

indemnify, defend and hold harmless Contractor from any and all losses, claims and damages, including legal and expert fees and expenses, incurred by Contractor relative to any suit alleging violation of copyright as a result of Contractor's use of the Instruments of Service for this Project.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor

may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of

correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.2.5 The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, in order to permit the proper progress of the Work.

§ 3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.7 Any necessary changes in the Work or in the schedule for the Work shall be ordered as provided in Article 7.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.4.4 Not later than 15 days from the execution of the Construction Contract, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the major products to be used in the Work and, where applicable, the name of the installing Subcontractor.

§ 3.4.5 The Architect shall reply in writing within seven (7) days to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

- .1 After the Agreement has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents, Section 01001 Basic Requirements.
- .2 By making requests for substitutions based on Subsection 3.4.5.1 above, Contractor:
 - a. represents that it has personally investigated the proposed substitute products and determined that they are equal or superior in all respects to that specified;
 - b. represents that it will provide the same warranty for the substitution that it would for the specified product;

- c. certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's review and redesign costs required to make the substitution, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

- .3 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions. Such amounts shall be agreed upon by the Owner and the Contractor at the time that the substitution is accepted.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall be entitled to an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

- .1 The Contractor shall maintain the same person as superintendent, excepting acts beyond the contractor's control, throughout the duration of the Agreement.
- .2 The Contractor shall not make any changes in Project superintendent personnel without prior written approval from the Owner.

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

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

§ 3.9.4 The superintendent(s) or assistant(s) to the superintendent shall also perform as a coordinator for site work and mechanical and electrical work. The coordinator shall be knowledgeable in site issues and mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between utilities and other site elements and mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequences of delivery of site related materials and mechanical and electrical equipment to the Project site. The Contract Documents are the basis for the creation of the

coordination drawings. The Architect is responsible for the fundamental coordination of the Contract Documents upon which all further coordination by Contractor is based. The Contractor is responsible for submission of coordination drawings, if required, and for final coordination of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified

materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and up to one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

§ 3.18.2 Contractor shall indemnify, defend and hold harmless the Owner from all losses, costs and damages incurred by the Owner as a result of the filing of any mechanics lien relating to the Work, except to the extent such lien relates solely to Owner's failure to make a timely progress payment under the Agreement.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional

judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.1.4 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for any Work performed by the Contractor's own forces: the percentage equal to the negotiated Construction Manager's Fee percentage as specified in the accompanying AIA A133-2019, Section 6.1.2.
- .2 For the Contractor, for any Work performed by its Subcontractor: the percentage specified in the accompanying AIA A133-2019, Section 6.1.3.
- .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor's or Sub-subcontractor's own forces: the percentage specified in the accompanying AIA A133-2019, Section 6.1.4.
- .4 The cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

§ 7.1.5 In order to facilitate checking for quotations of extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, Owner's lender(s) and financing agent(s) (if required), and Architect stating their agreement upon all of the following:

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead

and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, in accordance with the schedule set forth in Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time provided however, that Contractor shall not be obligated to proceed with any Construction Change Directive exceeding the aggregate cost of greater than \$50,000 unless and until an agreed upon Change Order has been executed.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured in accordance with the schedule set forth in Section 7.1.4.

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

§ 8.1.3 The date of Substantial Completion is the date established in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall keep sufficient forces engaged in the Work, including administrative staff to supply the required documentation of requirements and other reporting, so as to achieve final completion in a reasonable period of time following Substantial Completion.

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.3.4 The Owner shall have the right to establish liquidated damages for failure to achieve Substantial Completion in a timely manner. The amount and schedule for liquidated damages shall be enumerated in the Agreement.

§ 8.3.5 The Contractor shall make such arrangements with its employees as not to conflict with the wage and hour laws of the State and the United States of America or any other governmental unit. Be it further understood that if in the opinion of the Owner and Architect, the work is not progressing fast enough to insure completion by the date set, the Contractor will be required to work such additional shifts and overtime, as in the opinion of the Owner and Architect, is necessary to complete the work on the required date without extra cost to the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, on forms acceptable to the Owner's lenders, (i) from Contractor through end of the period for which payment is sought, and (ii) from Subcontractors, not more than 30 days in arrears, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

§ 9.4 Certificates for Payment

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

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

deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may 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 3.3.2, because of

- .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 suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its then-current payment obligations under the Contract Documents, the Contractor shall indemnify, defend and hold harmless the Owner and any Project lender from all loss, liability, damage or expense, including reasonable attorney's fees, litigation expenses and court costs, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. The Owner shall promptly notify the Contractor upon receipt of notice of a lien claim or other claim for payment. The Contractor shall then promptly bond off the lien or cause it to be discharged. If the Contractor fails within 30 days to cause the lien to be bonded off or discharged, the Owner may do so and may charge the Contractor for all costs associated with such bonding off or discharge, including reasonable attorneys' fees, litigation expenses and court costs (all collectively referred to as "Lien Costs"). The Owner may in its sole discretion set off all Lien Costs against sums due the Contractor under the Contract Documents.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can reasonably occupy or utilize the Work in accordance with the Contract Documents and only minor items, which can be corrected or completed without substantial interference with the Owner's use of the Work, remain to be corrected or completed, and a Certificate of Occupancy has been issued by the local code enforcement agency having jurisdiction for the project location. The Contractor is aware of the importance to the Owner of having the majority of punch list work within the units complete at the time of Substantial Completion and will use all reasonable efforts to make this coincide, it being understood that certain miscellaneous items may still be incomplete and/or outside of the Contractor's control.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents, reduced by 150% of the cost of the Work that is incomplete or not in accordance with the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as

manufacturers' warranties or specific Subcontractor warranties, (6) delivery of As-Built Drawings, (7) completion of the MaineHousing Construction Closeout Checklist, including delivery of required documentation; (8) delivery of O&M Manuals and Project Warranty information, (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (10) submission of documentation that, in the sole opinion of the appropriate regulatory agency, demonstrates full compliance with wage requirements and other reporting as specified within this contract. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall promptly furnish a bond or other security satisfactory to the Owner to indemnify the Owner against any lien that may arise out of such Subcontractor's refusal. If such Subcontractor files a lien and such lien remains undischarged after the furnishing of such bond or other security, the Contractor shall indemnify, defend and hold harmless the Owner for all sums that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Contractor shall promptly (but in no even more than thirty (30) days after filing thereof) and at no cost to the Owner bond off or cause to be discharged all liens filed by Subcontractors, unless any such lien was filed due to non-payment by the Owner of amounts owing under the Agreement. The provisions of this Section 9.10.2 are in addition to and not in substitution of those set forth in Section 9.6.8 above.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

§ 9.11 Storage of Materials Off Site

§ 9.11.1 The Contractor, its Subcontractor and subordinate Subcontractors shall obtain prior written approval from the Owner for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. Such approval, which may also be subject to Project lender review, shall not be unreasonably withheld. Any and all charges for storage, including insurance, shall be borne solely by the Contractor. Before approval, Owner will require proper proof of insurance naming the Owner as an additionally insured party, and a letter in which is furnished the following:

- .1 The name of the Contractor and/or Subcontractor or Subordinate Subcontractor leasing the storage area;
- .2 The location of such leased space with a Right of Entry for such space;
- .3 The leased area: the entire premises of certain areas of a warehouse giving the number of floors or portions thereof;
- .4 The date on which the material is first stored;
- .5 An invoice demonstrating the value of the material stored;
- .6 A transfer of title of the material to the Owner once the Contractor receives payment;
- .7 A written waiver of all claims against the materials stored offsite by the lessor, lessee or owner of the location where such materials are stored;
- .8 A Certificate of Insurance naming the Owner, MaineHousing, and any other Project lender(s) required by the Owner as additional insured; and
- .9 Pictures of the stored material.

§ 9.11.2 The Contractor, its Subcontractors and subordinate Subcontractors shall notify the Architect and the Owner to inspect, at least once each month, the materials being stored at any location.

§ 9.11.3 The Contractor, its Subcontractors and subordinate Subcontractors shall mark each sealed carton with the name and address of the Project and Architect.

§ 9.11.4 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.

§ 9.11.5 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be back charged to, and paid by, the Contractor.

§ 9.12 Payments

§ 9.12.1 Applications for Payment and Change Orders are subject to approval, and so indicated by signature, by Maine State Housing Authority and other Project lenders. The forms to be used will be acceptable ProCore forms.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or

indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, Lewiston – Auburn Area Housing Development Corp., Lewiston Housing Authority, Project lenders, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, Lewiston-Auburn Area Housing Development Corp., Lewiston Housing Authority, and Project lenders as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall furnish copies of each Certificate of Insurance herein required with one copy for Architect's use, which shall specifically set forth evidence of all coverage required by the Contract Documents. The form of the Certificate shall be ACORD Form 25 or equivalent, completed and supplemented in accordance with AIA G-715 – 2017 or equivalent. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The amount of each bond shall be equal to 100% of the Contract Sum. If requested, the contractor shall name the Owner's financing authorities or agencies as Additional or Dual Obligees on the Payment and Performance Bonds. The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the execution of the Exhibit A Guaranteed Maximum Price Amendment to the Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The Contractor shall require the attorney in fact who executes the required bonds of behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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

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

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The insurance required by Section 11.2.1 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall,

at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 Except as set forth in Section 11.3.2, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. The subrogation waiver shall not extend to rights any of the insured parties may have against another insured party for losses and damages falling within the deductible amounts of the policies of insurance pursuant to this Article 11, if such losses and damages are attributable in whole or in substantial part to the negligence or breach of contractual obligations of such other insured party.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner shall not waive any rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance, to the extent the damage is caused by the Contractor's negligence. Notwithstanding the waivers set forth in this Section, if the loss is due to the fault or negligence of the Contractor or any subcontractor, the Contractor shall reimburse the Owner for 100% of the increased cost of liability insurance incurred by Owner that is attributable to the waivers set forth in this Section.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract; provided, however, that consent to an assignment by Owner will not be unreasonably withheld by Contractor.

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 The Owner may assign the Contract to institutional lender(s) providing construction financing for the Project, and the Contractor shall execute a written consent to such assignment provided the lender(s) agree(s) in the assignment to assume the obligations of the Owner. The Contractor shall execute all consents reasonably required to facilitate such assignment, provided such consents are in a form reasonably acceptable to the Contractor.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

§ 13.6 Equal Opportunity

§ 13.6.1 The Contractor shall maintain polices of employment as follows:

§ 13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or sexual orientation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the polices of non-discrimination.

§ 13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or sexual orientation.

§ 13.6.1.3 The Contractor agrees to adhere to all Federal and State laws, rules and regulations, as well as those of Maine State Housing Authority and other Project funders, as enumerated in the Contract Documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, and tools purchased by the Contractor for incorporation into the Project;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Incur costs reasonably necessary to finish the Work. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 90 days after occurrence of the event giving rise to such Claim or within 90 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place

where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

ARTICLE 16 OTHER CONDITIONS OF THE CONTRACT

§ 16.1 The Contractor acknowledges that nothing in the performance of the Services of the Architect in connection with the Project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors or suppliers, or the surety of any of them, and that the obligations of the Architect run solely to the benefit of the Owner.

§ 16.2 Typographical errors shall not be grounds for additional payments.

§ 16.3 The Architect is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project.

§ 16.4 The Contractor is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the project, unless otherwise specified.

§ 16.5 In the event the Contractor encounters material reasonably believed to be asbestos or other hazardous materials which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, lead or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor. The Owner shall be responsible for contracting the removal of asbestos or other hazardous materials.

§ 16.6 The Contractor shall not be required to perform without consent any Work relating to asbestos or other hazardous materials.

§ 16.7 Access to Records

§ 16.7.1 It is also agreed that the following Access to Records provision applies if Section 952 of the Omnibus Reconciliation Act of 1980 is found to apply to this contractual relationship. Until the expiration of four years after the furnishing of the services provided under this Contract, the Contractor will make available to the Secretary, U.S. Comptroller General, and their representatives, this Contract and all books, and documents and records necessary to certify the nature and extent of the costs for those services. If the Contractor carries out the duties of the Contract through a subcontract worth \$10,000.00 or more over twelve month period with a related organization, the subperiod will also contain the access clause to permit access by the Secretary, Comptroller General, and their representative to the related organization's books and records.



DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 15th day of April in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 23rd day of March in the year 2026 (the “Agreement”)

(In words, indicate day, month, and year.)

for the following PROJECT:

(Name and address or location)

Martel Apartments – Phase One
860 Lisbon Street
Lewiston, ME 04240

THE OWNER:

(Name, legal status, and address)

Martel School Senior Housing LP
86 Lisbon Street
PO Box 361
Lewiston, ME 04240

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Penobscot General Contractors
241 US Route 1 – Suite 401
Falmouth, ME 04105

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Twelve Million, Four Hundred Thirty-One Thousand, Nine Hundred Five Dollars (\$12,431,905.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to the attached Exhibit 1 R4 dated April 10, 2026, for an itemized statement of the Guaranteed Maximum Price.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Isolve Security and Access Control	Included in GMP Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[] The date of execution of this Amendment.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The Work associated with this Amendment shall only commence upon receipt of an official "Notice to Proceed" from the Owner. It is anticipated that this Notice to Proceed will be issued no later than May 1, 2026.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: May 5, 2027, or 369 days after issuance of a Notice to Proceed by the Owner, if later. Refer to the attached Exhibit 2 (Project Schedule) for more detailed schedule information.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

Refer to the attached Exhibit 3 dated April 10, 2026 (Contract Document List)

§ A.3.1.3 The following Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

Refer to the attached Exhibit 3 dated April 10, 2026 (Contract Document List)

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Weather Protection	\$75,000

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to the attached Exhibit 4 R4 dated April 10, 2026, for a detailed summary of the assumptions and clarifications which the Guaranteed Maximum Price is based upon.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

ARTICLE A.5 EXHIBITS

§ A.5.1 The following exhibits comprise this Amendment:

- .1 Exhibit 1 – GMP Rev 4 Price Breakdown dated April 10, 2026
- .2 Exhibit 2 – Project Schedule dated April 10, 2026 | Logistics Plan dated February 25, 2025
- .3 Exhibit 3 – Contract Document List dated April 10, 2026
- .4 Exhibit 4 – Technical Clarifications – R4 dated April 10, 2026

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

MARTEL SCHOOL SENIOR HOUSING LP (Signature)

BY: Martel School Senior Housing GP, LLC, its
General Partner

By: Christopher Kilmurry, its Manager
(Printed name and title)

PENOBSOT GENERAL CONTRACTORS (Signature)

Jon DiCentes, Co-President
(Printed name and title)



Martel School Apartments - Phase One | Lewiston, ME

PROJECT BALANCE SHEET

Run Date: 4/10/2026 10:40

SUMMARY OF BASE ESTIMATE				50% Design Estimate 12.13.24	90% Design Estimate R2 - 7.23.25	100% Design GMP REV 4 4/10/26	
1	Pre-Construction Services	38,146 SF @	\$ 0.39	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
2	Insurance and Bonding	38,146 SF @	\$ 7.47	\$ 283,079	\$ 284,911	\$ 284,911	\$ (0)
3	Weather Conditions (ALLOWANCE)	38,146 SF @	\$ 1.97	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
4	Site Development	3.26 Acres @	\$ 440,152	\$ 1,093,500	\$ 1,434,895	\$ 1,521,246	\$ 86,352
5	Phase 1 - 44 Unit Building	38,146 SF @	\$ 233.30	\$ 9,094,768	\$ 8,899,579	\$ 9,282,949	\$ 383,369
6	General Conditions		6.68%	\$ 814,584	\$ 814,584	\$ 814,584	\$ -
7	Project Requirements		0.65%	\$ 78,700	\$ 78,700	\$ 78,700	\$ -
8	Construction Contingency	2.00%		\$ 229,093	\$ 232,053	\$ 241,448	\$ 9,394
10	Construction Management Fee	3.00%		\$ 350,512	\$ 355,042	\$ 369,415	\$ 14,373
		Cost/SF	\$ 315	\$ 320			
			Subtotal	\$ 12,034,235	\$ 12,189,764	\$ 12,683,252	\$ 493,489

ADD ALTERNATES	VALUE	YES	NO	PENDING	ACCEPTED (Y/N/P)
06 - Millwork - Change Vanity Countertops to Plywood Custom Square Edge Laminate	\$ 3,125	\$ -	\$ 3,125	\$ -	No
06 - Add(44) Rev-A Shelf Blind Corners	\$ 40,000	\$ -	\$ 40,000	\$ -	No
07 - Dampproofing - Add Foundation Dampproofing at Frost Walls	\$ 11,500	\$ -	\$ 11,500	\$ -	No
07 - Roofing - Add Adhered 1/2" HD Coverboard (Recommended for Future Solar)	\$ 39,062	\$ -	\$ 39,062	\$ -	No
07 - Roofing - Add Mechanically Attached 1/2" HD Coverboard (Must Be Accepted w/ Mechanically Fastened Roc	\$ 19,168	\$ -	\$ 19,168	\$ -	No
08 - Doors - Unit Access Control Key Fab Entry to Unit Doors	\$ 30,445	\$ -	\$ 30,445	\$ -	No
08 - Doors - Iserve Security and Access Control	\$ 112,758	\$ 112,758	\$ -	\$ -	Yes
08 - Doors - Add Linen Closet Doors	\$ 26,708	\$ -	\$ 26,708	\$ -	No
23 - Plumbing - Provide Basis of Design Plumbing Package	\$ 40,000	\$ -	\$ 40,000	\$ -	No
26 - Electrical - Back Up Generator (Emergency Only, Not Full Building)	\$ 117,000	\$ -	\$ 117,000	\$ -	No
26 - Electrical - Provided Basis of Design Lighting Package	\$ 72,128	\$ -	\$ 72,128	\$ -	No
31 - Site - Phase 2 Preloading	\$ 148,000	\$ -	\$ 148,000	\$ -	No
33 - Site - Provide Full Landscape Package	\$ 15,000	\$ -	\$ 15,000	\$ -	No
Total "Accepted" Alternates:	\$ 674,894	\$ 112,758	\$ 562,136	\$ -	
Updated Project Contingency:	2.00%			\$ 2,255	
Updated Construction Management Fee:	3.00%			\$ 3,450	
Subtotal for Alternates:				\$ 118,463	

COST SAVINGS IDEAS	ESTIMATED VALUE	YES	NO	PENDING	ACCEPTED (Y/N/P)
32 - Site - Remove Fencing South of the Parking Lot	\$ 14,500	\$ -	\$ 14,500	\$ -	No
31 - Site - Demolition Scope of Work Consolidated to only Phase 1 Work Area	\$ 25,000	\$ -	\$ 25,000	\$ -	No
23 - HVAC - Efficiency Maine Rebate	\$ (352,000)	\$ (352,000)	\$ -	\$ -	Yes
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
	\$ -	\$ -	\$ -	\$ -	Pending
Total "Accepted" Cost Savings:	\$ (312,500)	\$ (352,000)	\$ 39,500	\$ -	
Updated Project Contingency:	2.00%			\$ (7,040)	
Updated Construction Management Fee:	3.00%			\$ (10,771)	
Subtotal for Cost Savings:				\$ (369,811)	

EXECUTIVE SUMMARY	50% Design Estimate	90% Design Estimate	100% Design GMP	
Base GMP	\$ 12,034,235	\$ 12,189,764	\$ 12,683,252	
Total Add Alternates	\$ 118,463	\$ -	\$ 118,463	
Total Cost Savings Ideas	\$ -	\$ (101,698)	\$ (369,811)	
GRAND PROJECT TOTAL:	\$ 12,152,699	\$ 12,088,066	\$ 12,431,905	\$ 343,839

Martel School Apartments | Phase 1

Martel School Apartments Phase One | Lewiston, ME

Site Development

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	3	ACRES		
2	TEMPORARY CONSTRUCTION				
	Temporary Walls Protection Access	1	LS	\$ 12,500.00	\$ 12,500
	Management & Traffic Control Measurs	1	LS	\$ 7,500.00	\$ 7,500
	Misc. Construction Items	1	LS	\$ 10,000.00	\$ 10,000
	General Safety Items	1	LS	\$ 5,000.00	\$ 5,000
	Site Security Monitoring	14	MOS	\$ 1,000.00	\$ 14,000
	Temporary Fencing and Gates	1	LS	\$ 50,000.00	\$ 50,000
	Dewatering	1	LS	\$ -	\$ -
	SUBTOTAL =	3	ACRES	\$30,368.10	\$ 99,000
2	DEMOLITION				
	N/A	1	LS	\$ -	\$ -
	SUBTOTAL =	3	ACRES	\$0.00	\$ -
3	CONCRETE				
	Site Concrete	1	LS	\$ 27,415.05	\$ 27,415
	Dumpster Pad and Enclosure	1	LS	\$ 10,000.00	\$ 10,000
	Sidewalk Detectables	1	LS	\$ 5,000.00	\$ 5,000
	SUBTOTAL =	3	ACRES	\$13,010.75	\$ 42,415
26	ELECTRICAL				
	Site Lighting Bases	1	LS	\$ 10,000.00	\$ 10,000
	SUBTOTAL =	3	ACRES	\$3,067.48	\$ 10,000
31	SITE WORK				
	Site Contractor	1	LS	\$ 1,403,000.00	\$ 1,403,000
	VE - Replace Granite Curbing with Slip Form	1	LS	\$ (16,500.00)	\$ (16,500)
	VE - Remove 500 LF Tree Protection	1	LS	\$ (17,000.00)	\$ (17,000)
	VE - Eliminate Dark Mulch	1	LS	\$ (2,500.00)	\$ (2,500)
	VE - Eliminate Marston St Lisbon St. Connecting Sidewalk	1	LS	\$ (5,669.00)	\$ (5,669)
	VE - Target Value Design Landscaping & Hardscaping	1	LS	\$ (15,000.00)	\$ (15,000)
	VE - Alternate Dumpster Fencing Product	1	LS	\$ (3,000.00)	\$ (3,000)
	VE - Eliminate Bollards at ADA Parking Signs	1	LS	\$ (13,500.00)	\$ (13,500)
	ADA Parking Signage	1	LS	\$ 20,000.00	\$ 20,000
	Underslab Trenching	1	LS	\$ 20,000.00	\$ 20,000
	SUBTOTAL =	3	ACRES	\$420,193.56	\$ 1,369,831
	GRAND TOTALS =	3	ACRES	\$466,639.89	\$ 1,521,246

Martel School Apartments Phase One | Lewiston, ME

Phase 1 | 44 Unit Apartment Building

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	38,146	SF		
2	TEMPORARY CONSTRUCTION				
	Temporary Access	1	LS	\$ 15,000.00	\$ 15,000
	Temporary Construction Measures	1	LS	\$ 10,000.00	\$ 10,000
	Continuous Clean-up	1	LS	\$ 10,000.00	\$ 10,000
	Misc. Construction Items	1	LS	\$ 15,000.00	\$ 15,000
	Site/Building Safety Measures	1	LS	\$ 15,000.00	\$ 15,000
	3rd Party Equipment Rentals	1	LS	\$ 75,000.00	\$ 75,000
	Trash Dumpsters	1	LS	\$ 40,000.00	\$ 40,000
	Final Clean-up - Interior	38,146	SF	\$ 0.50	\$ 19,073
	SUBTOTAL =	38,146	SF	\$5.22	\$ 199,073
2	DEMOLITION				
	N/A	1	LS	\$ -	\$ -
	SUBTOTAL =	38,146	SF	\$0.00	\$ -
3	CONCRETE				
	FRPS Concrete Footings and Walls	1	LS	\$ 272,432.00	\$ 272,432
	Furnish Foundation Wall Insulation (Included in Site)	1	LS	\$ -	\$ -
	Install Foundation Wall Insulation (Included in Site)	1	LS	\$ -	\$ -
	Concrete Layout	1	LS	\$ 5,000.00	\$ 5,000
	SUBTOTAL =	38,146	SF	\$7.27	\$ 277,432
4	MASONRY				
	N/A	1	LS	\$ -	\$ -
	SUBTOTAL =	38,146	SF	\$0.00	\$ -
5	METALS				
	Steel for Elevator (Hoist Beam, Rails, Sill Angles)	1	LS	\$ 5,000.00	\$ 5,000
	Elevator Rails	1	LS	\$ 20,000.00	\$ 20,000
	SUBTOTAL =	38,146	SF	\$0.66	\$ 25,000
6	CARPENTRY				
	Rough Carpentry	1	LS	\$ 96,292.00	\$ 96,292
	Furnish Framing and Dimension Lumber	1	LS	\$ 110,941.87	\$ 110,942
	Hardware and Fasteners	1	LS	\$ 57,219.00	\$ 57,219
	Furnish Wall Panels and Floor Trusses	1	LS	\$ 561,415.60	\$ 561,416
	Furnish Underlayment and Floor Sheathing	1	LS	\$ 139,938.85	\$ 139,939
	Install Roof Parapet Framing	1	LS	\$ 15,000.00	\$ 15,000
	Install CLT Elevator Shaft Supports	1	LS	\$ -	\$ -
	Install Framing and Sheathing	1	LS	\$ 278,451.00	\$ 278,451
	Furnish Wood Blocking and Nailers	1	LS	\$ 20,000.00	\$ 20,000
	Furnish and Install Wood Stairs and Rails	1	LS	\$ 22,970.00	\$ 22,970

Martel School Apartments Phase One | Lewiston, ME

Phase 1 | 44 Unit Apartment Building

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	38,146	SF		
	Furnish and Install PVC Trim	1	LS	\$ 46,420.00	\$ 46,420
	F/I Kitchen Vanities Cabinets	1	LS	\$ 446,925.00	\$ 446,925
	F/I Kitchen Vanities Countertops	1	LS	\$ 141,700.00	\$ 141,700
	VE- Remove (44) Rev-A Shelf Blind Corners	1	LS	\$ (40,000.00)	\$ (40,000)
	VE - Provide Kitchen Cabinet Finish As Stained	1	LS	\$ (34,000.00)	\$ (34,000)
	VE- Delete Soft Close Hinges and Undermount Glides	1	LS	\$ (27,000.00)	\$ (27,000)
	VE - Provide Standard Overlay Cabinets Doors	1	LS	\$ (5,000.00)	\$ (5,000)
	VE - Remove Plywood Substrate at Countertops	1	LS	\$ (29,500.00)	\$ (29,500)
	VE - Remove .011 Backer to Laminate Countertops	1	LS	\$ (8,500.00)	\$ (8,500)
	VE - Remove L3 Community Room Kitchenette	1	LS	\$ (7,009.00)	\$ (7,009)
	Furnish Finish Trim Materials	1	LS	\$ 25,000.00	\$ 25,000
	Install Finish Trim Materials	1	LS	\$ 20,000.00	\$ 20,000
	SUBTOTAL =	38,146	SF	\$48.01	\$ 1,831,264
7	MOISTURE PROTECTION				
	Furnish and Install Roofing	1	LS	\$ 377,477.00	\$ 377,477
	VE - Provide 060 Black EPDM Roofing In Lieu of White	1	LS	\$ (18,770.00)	\$ (18,770)
	VE - Mechanically Attached Roofing System	1	LS	\$ (86,059.00)	\$ (86,059)
	VE - Shop Form Edge Metal in Lieu of Pre-Manufactured	1	LS	\$ (14,885.00)	\$ (14,885)
	Furnish LP Siding Materials	1	LS	\$ 172,471.98	\$ 172,472
	VE - Provide standard LP Siding, Factory Finished & LP Trim	1	LS	\$ (97,222.00)	\$ (97,222)
	VE - 7" Exposure & Vinyl Siding at Phase 2 Connector	1	LS	\$ (11,500.00)	\$ (11,500)
	Furnish Underslab Rigid Insulation (Included in Site)	1	LS	\$ -	\$ -
	Install LP Siding and Trim	1	LS	\$ 181,230.00	\$ 181,230
	Furnish ABV Wrap	1	LS	\$ 34,811.37	\$ 34,811
	VE - Remove Standalone ABV Wrap	1	LS	\$ (49,002.00)	\$ (49,002)
	Furnish Zip Wall Seam Tape	1	LS	\$ 5,000.00	\$ 5,000
	Install Zip Wall Seam Tape	1	LS	\$ 5,000.00	\$ 5,000
	F/I Thermal, Acoustic, and Spray Insulation	1	LS	\$ 147,765.00	\$ 147,765
	VE - Remove R-19 Insulation at Third Floor Roof	1	LS	\$ (11,900.00)	\$ (11,900)
	Penetration Firestopping	1	LS	\$ 12,500.00	\$ 12,500
	F/I Elevator Pit Waterproofing	1	LS	\$ 16,000.00	\$ 16,000
	Joint Sealants	1	LS	\$ 14,500.00	\$ 14,500
	Low Expansion Spray Foam Around Windows	1	LS	\$ 10,000.00	\$ 10,000
	SUBTOTAL =	38,146	SF	\$18.02	\$ 687,417
8	OPENINGS				
	Furnish/Install Doors Frames and Hardware	1	LS	\$ 353,837.00	\$ 353,837
	VE - Provide Hollow Core Closet Doors	1	LS	\$ (5,000.00)	\$ (5,000)
	Furnish Access Panels	1	LS	\$ 15,000.00	\$ 15,000
	Furnish Windows (White Interior Black Exterior)	1	LS	\$ 144,455.77	\$ 144,456
	VE - Eliminate (2) Type A Windows From Elevation 1/A200	1	LS	\$ (1,625.00)	\$ (1,625)
	VE - Furnish Intus Casement Suprera 83 Passive+ Windows	1	LS	\$ (30,694.00)	\$ (30,694)
	Install Windows	1	LS	\$ 46,600.00	\$ 46,600
	Aluminum Entrances	1	LS	\$ 50,700.00	\$ 50,700

Martel School Apartments Phase One | Lewiston, ME

Phase 1 | 44 Unit Apartment Building

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	38,146	SF		
SUBTOTAL =		38,146	SF	\$15.03	\$ 573,274
9	FINISHES				
	GYP Board Assemblies	1	LS	\$ 741,977.00	\$ 741,977
	VE -Delete Soffits/Dropped Ceilings at Living Room	1	LS	\$ (45,000.00)	\$ (45,000)
	Furnish Dens Glass for Wall Tops and Shafts	1	LS	\$ 12,500.00	\$ 12,500
	F/I Firestopping Provisions to Elevator Rail Support	1	LS	\$ 7,500.00	\$ 7,500
	Blocking Installation	1	LS	\$ 25,000.00	\$ 25,000
	Furnish and Install ACT Ceilings	1	LS	\$ 85,125.00	\$ 85,125
	VE - Provide Armstrong Ultima ACT System	1	LS	\$ (20,000.00)	\$ (20,000)
	VE - Eliminate ACT at Mech Room 227	1	LS	\$ (500.00)	\$ (500)
	Furnish and Install Flooring	1	LS	\$ 186,235.00	\$ 186,235
	VE - Armstrong Flex Step Plus Sheet Vinyl at Unit Bathrooms	1	LS	\$ (11,075.00)	\$ (11,075)
	Sealed Polished Concrete	1	LS	\$ 5,000.00	\$ 5,000
	Floor Prep	1	LS	\$ 10,000.00	\$ 10,000
	Painting	1	LS	\$ 200,200.00	\$ 200,200
	VE - Eliminate Painting of Exterior Nickel Gap	1	LS	\$ (11,600.00)	\$ (11,600)
	VE - Eliminate Painting of Exterior Azek	1	LS	\$ (17,200.00)	\$ (17,200)
	F/I Finish Caulking at Dissimilar Finishes	1	LS	\$ 10,000.00	\$ 10,000
	Punch List Touch-Up Painting	1	LS	\$ 10,000.00	\$ 10,000
SUBTOTAL =		38,146	SF	\$31.15	\$ 1,188,162
10	SPECIALTIES				
	Exterior Signage (By Owner)	1	LS	\$ -	\$ -
	Interior Signage	1	LS	\$ 13,152.00	\$ 13,152
	Toilet, Bath and Laundry Accessories	1	LS	\$ 29,817.70	\$ 29,818
	Wall and Door Protection (Excluded)	1	LS	\$ -	\$ -
	Fire Extinguishers and Cabinets	1	LS	\$ 11,264.00	\$ 11,264
	Furnish and Install Mailboxes	1	LS	\$ 8,406.20	\$ 8,406
	Specialties Installation	1	LS	\$ 25,000.00	\$ 25,000
SUBTOTAL =		38,146	SF	\$2.30	\$ 87,640
11	EQUIPMENT				
	Furnish and Install Residential Appliances	1	LS	\$ 153,065.00	\$ 153,065
	Furnish and Install Closet Shelving	1	LS	\$ 21,930.00	\$ 21,930
SUBTOTAL =		38,146	SF	\$4.59	\$ 174,995
12	FURNISHINGS				
	Furnish and Install Roller Shades	1	LS	\$ 14,000.00	\$ 14,000
SUBTOTAL =		38,146	SF	\$0.37	\$ 14,000
13	SPECIALTY CONSTRUCTION				

Martel School Apartments Phase One | Lewiston, ME

Phase 1 | 44 Unit Apartment Building

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	38,146	SF		
	N/A	1	LS	\$ -	\$ -
	SUBTOTAL =	38,146	SF	\$0.00	\$ -
14	CONVEYING SYSTEMS				
	(1) Electric Traction Elevator	1	LS	\$ 165,000.00	\$ 165,000
	SUBTOTAL =	38,146	SF	\$4.33	\$ 165,000
21	SPECIAL CONSTRUCTION				
	Wet Sprinkler System - Level 1, 2 and 3	1	LS	\$ 167,600.00	\$ 167,600
	Firestopping at Sprinkler Service	1	LS	\$ 10,000.00	\$ 10,000
	Furnish and Install Fire Pump - Not Included	1	LS	\$ -	\$ -
	Fire Watch	1	LS	\$ 5,000.00	\$ 5,000
	SUBTOTAL =	38,146	SF	\$4.79	\$ 182,600
22	PLUMBING				
	Furnish and Install Plumbing System	1	LS	\$ -	\$ -
	Furnish and Install Radon System - Above Slab	1	LS	\$ 10,000.00	\$ 10,000
	Water Service Entrance	1	LS	\$ 10,000.00	\$ 10,000
	SUBTOTAL =	38,146	SF	\$0.52	\$ 20,000
23	HVAC				
	Furnish and Install HVAC System	1	LS	\$ 2,643,829.00	\$ 2,643,829
	VE - Savings on Plumbing Fixture Package	1	LS	\$ (40,000.00)	\$ (40,000)
	VE - Reduce Showers to (12) Total ((15) Currently Shown)	1	LS	\$ (12,600.00)	\$ (12,600)
	VE - Eliminate (3) Floor Drains (12 Total ADA Showers)	1	LS	\$ (4,200.00)	\$ (4,200)
	VE - Reduce PTAC Unit Attic Stock From (10) to (2) Units	1	LS	\$ (52,800.00)	\$ (52,800)
	MEP Coordination	1	LS	\$ 10,000.00	\$ 10,000
	Programming and Factory Start Up	1	LS	\$ 10,000.00	\$ 10,000
	SUBTOTAL =	38,146	SF	\$66.96	\$ 2,554,229
26	ELECTRICAL				
	Furnish and Install Electrical System	1	LS	\$ 1,379,990.20	\$ 1,379,990
	VE - Eliminate Phase 2 Metering From Phase 1 Scope	1	LS	\$ (30,000.00)	\$ (30,000)
	VE - Lighting V/E Package	1	LS	\$ (72,128.00)	\$ (72,128)
	Furnish and Install Firestopping for Electrical	1	LS	\$ 15,000.00	\$ 15,000
	Low Voltage System	1	LS	\$ 5,000.00	\$ 5,000
	Furnish and Install Primary Electrical Conduits	1	LS	\$ 5,000.00	\$ 5,000
	SUBTOTAL =	38,146	SF	\$34.15	\$ 1,302,862
31	SITE WORK				
	See Site Development	1	LS	\$ -	\$ -

Martel School Apartments Phase One | Lewiston, ME Phase 1 | 44 Unit Apartment Building

		100% Design GMP			
		April 10, 2026			
CSI				Cost	Estimated
DIV	ITEM	Qty	Unit	per Unit	Value
	<i>Gross S.F. All Levels</i>	38,146	SF		
SUBTOTAL =		38,146	SF	\$0.00	\$ -

N/A	OTHER				
	Description	1	LS	\$ -	\$ -
	Description	1	LS	\$ -	\$ -
	Description	1	LS	\$ -	\$ -
SUBTOTAL =		38,146	SF	\$0.00	\$ -

GRAND TOTALS =		38,146	SF	\$243.35	\$ 9,282,949
-----------------------	--	---------------	-----------	-----------------	---------------------

Martel School Apartments - Phase One | Lewiston, ME

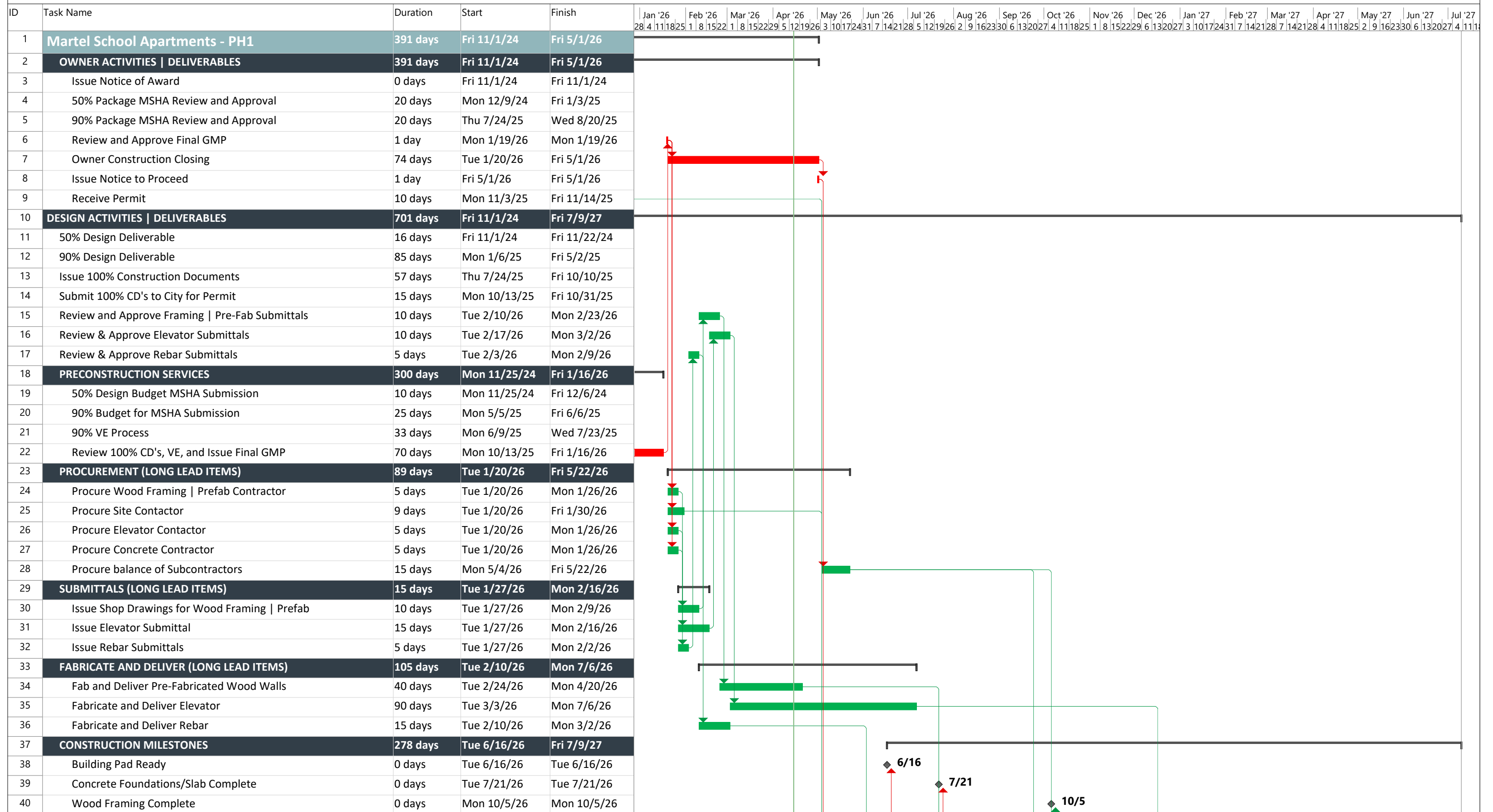
General Conditions

100% Design GMP								
April 10, 2026								
ITEM	Cost Code	Qty	Unit	Cost per Unit	Estimated Value	GC or GR	General Conditions	General Requirements
Gross SF All Levels		38,146						
GENERAL CONDITIONS								
Project Executive	00-100	52.00	Weeks	\$1,302	\$ 67,704	GC	\$ 67,704	\$ -
Project Manager	00-120	52.00	Weeks	\$2,216	\$ 115,232	GC	\$ 115,232	\$ -
Assist. Project Manager 1	00-130	52.00	Weeks	\$1,940	\$ 100,880	GC	\$ 100,880	\$ -
General Superintendent	00-150	52.00	Weeks	\$5,325	\$ 276,900	GC	\$ 276,900	\$ -
Assist Superintendent	00-170	25.00	Weeks	\$4,600	\$ 115,000	GC	\$ 115,000	\$ -
Safety Manager	00-180	52.00	Weeks	\$934	\$ 48,568	GC	\$ 48,568	\$ -
Project Administrator	00-190	52.00	Weeks	\$750	\$ 39,000	GC	\$ 39,000	\$ -
Temp Power Consumption for Trailers	00-220	1.00	LS	\$6,400	\$ 6,400	GC	\$ 6,400	\$ -
Temporary Phone/Internet Install	00-230	1.00	LS	\$1,000	\$ 1,000	GC	\$ 1,000	\$ -
Site Trailer Mob/Demo	00-235	1.00	LS	\$2,500	\$ 2,500	GC	\$ 2,500	\$ -
Site Trailer Rental	00-240	12.00	Months	\$2,000	\$ 24,000	GC	\$ 24,000	\$ -
Office Furniture	00-270	1.00	LS	\$2,500	\$ 2,500	GC	\$ 2,500	\$ -
Copier/Fax/Scanner Equip	00-275	12.00	Months	\$500	\$ 6,000	GC	\$ 6,000	\$ -
Monthly Phone Internet	00-285	12.00	Months	\$200	\$ 2,400	GC	\$ 2,400	\$ -
Field Office Supplies	00-290	1.00	LS	\$6,500	\$ 6,500	GC	\$ 6,500	\$ -
GENERAL REQUIREMENTS								
Building Permit - By Owner	01-310	1.00	LS	\$0	\$ -	GR	\$ -	\$ -
Misc. Travel Expenses	01-315	1.00	LS	\$1,000	\$ 1,000	GR	\$ -	\$ 1,000.00
Project Procurement	01-320	1.00	LS	\$12,500	\$ 12,500	GR	\$ -	\$ 12,500.00
Temporary Water and Ice	01-325	1.00	LS	\$1,000	\$ 1,000	GR	\$ -	\$ 1,000.00
Portable Toilets	01-330	12.00	Months	\$1,000	\$ 12,000	GR	\$ -	\$ 12,000.00
Contract Docs to Subs	01-340	1.00	LS	\$750	\$ 750	GR	\$ -	\$ 750.00
Submittal Reproduction	01-345	1.00	LS	\$500	\$ 500	GR	\$ -	\$ 500.00
Close-Out Documents	01-350	1.00	LS	\$500	\$ 500	GR	\$ -	\$ 500.00
Progress Photos	01-355	1.00	LS	\$750	\$ 750	GR	\$ -	\$ 750.00
Quality Control Field Engineering	01-365	1.00	LS	\$3,500	\$ 3,500	GR	\$ -	\$ 3,500.00
Safety Supplies	01-380	1.00	LS	\$2,500	\$ 2,500	GR	\$ -	\$ 2,500.00
F/I Project Sign	01-415	1.00	LS	\$1,250	\$ 1,250	GR	\$ -	\$ 1,250.00
Furnish Small Tools	01-420	1.00	LS	\$6,500	\$ 6,500	GR	\$ -	\$ 6,500.00
Project Controls	01-440	1.00	LS	\$28,750	\$ 28,750	GR	\$ -	\$ 28,750.00
Temp. Power Consumption	01-450	12.00	Months	\$600	\$ 7,200	GR	\$ -	\$ 7,200.00
GENERAL CONDITIONS/REQUIREMENTS:		38,146	SF	#DIV/0!	\$ 893,284		\$ 814,584	\$ 78,700



(24-06) MARTEL SCHOOL APARTMENTS PHASE 1 | LEWISTON, ME

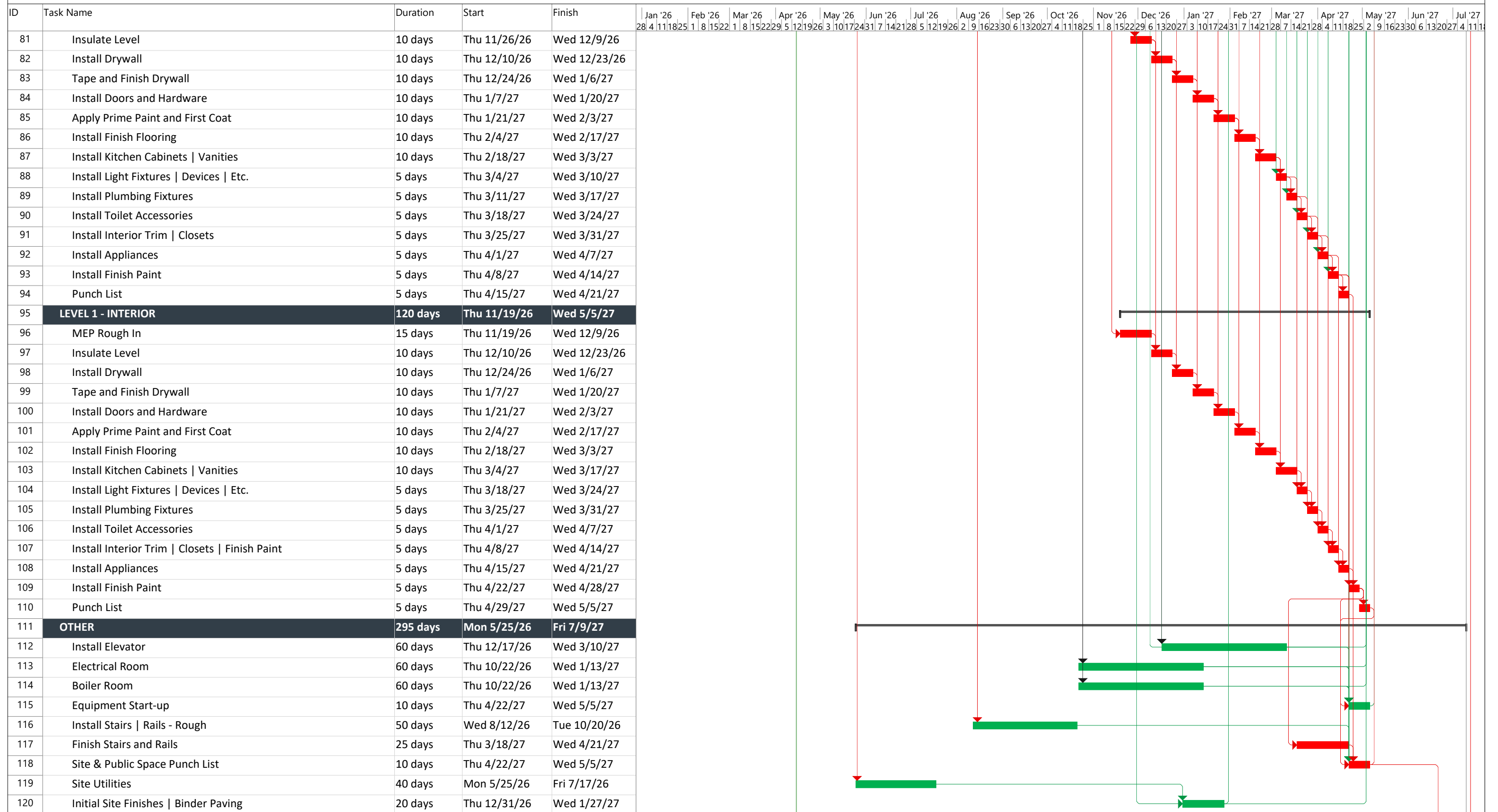
4.10.26





(24-06) MARTEL SCHOOL APARTMENTS PHASE 1 | LEWISTON, ME

4.10.26





(24-06) MARTEL SCHOOL APARTMENTS PHASE 1 | LEWISTON, ME

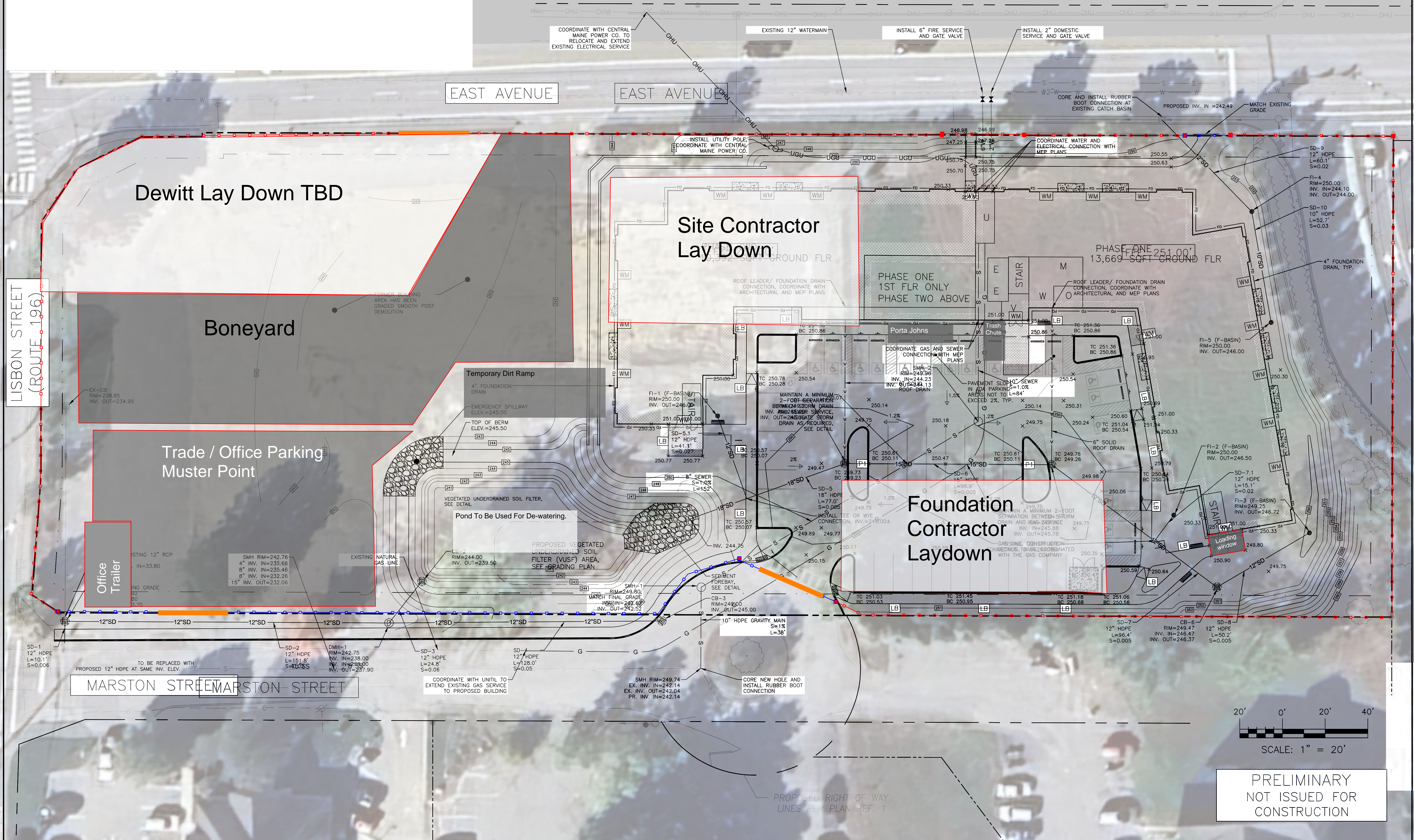
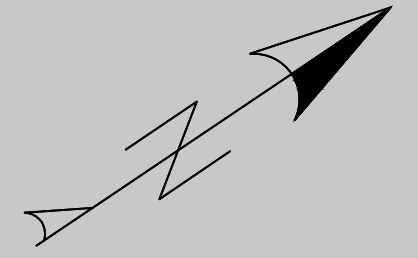
4.10.26

ID	Task Name	Duration	Start	Finish	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26	Dec '26	Jan '27	Feb '27	Mar '27	Apr '27	May '27	Jun '27	Jul '27	
					28 4 11 18 25	1 8 15 22 29	5 12 19 26	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24 31
121	Finish Paving Landscaping Striping	15 days	Mon 6/21/27	Fri 7/9/27																				

- Removable Fencing
- Post driven Fencing
- Gates

Exhibit 2 - Martel Apartments - Phase One

Logistics Plan - 2.25.25



ISSUED FOR	BY
PRE-APPLICATION	CAB
SITE PLAN	CAB
	07/11/24

GRADING & DRAINAGE PLAN

MARTEL SCHOOL APARTMENTS - PHASE 2

LEWISTON HOUSING AUTHORITY
P.O. BOX 361 LEWISTON, ME 04243

ENGINEERING, INC.

ACORN ENGINEERING, INC.
FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE: 12444GRAD1/18

JN: 1244

SCALE: AS NOTED

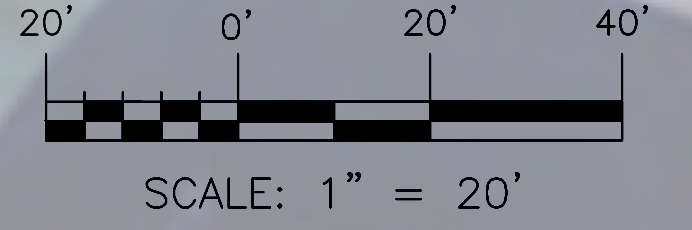
DESIGNED BY: CAB

DRAWN BY: BJK

CHECKED BY: WHS



DRAWING NO.
C-30



**PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION**

1. All work shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC).
 2. All work shall be in accordance with the latest edition of the International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC).
 3. All work shall be in accordance with the latest edition of the International Electrical Code (IEC) and the National Electrical Code (NEC).
 4. All work shall be in accordance with the latest edition of the International Plumbing Code (IPC) and the International Private Sewer and Sanitation Code (IPSSC).
 5. All work shall be in accordance with the latest edition of the International Fire Code (IFC) and the International Fire Safety Code (IFSC).
 6. All work shall be in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC).
 7. All work shall be in accordance with the latest edition of the International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC).
 8. All work shall be in accordance with the latest edition of the International Electrical Code (IEC) and the National Electrical Code (NEC).
 9. All work shall be in accordance with the latest edition of the International Plumbing Code (IPC) and the International Private Sewer and Sanitation Code (IPSSC).
 10. All work shall be in accordance with the latest edition of the International Fire Code (IFC) and the International Fire Safety Code (IFSC).



Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001	WALL, FLOOR, & CEILING TYPES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A101	FIRST LEVEL FLOOR PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A102	SECOND LEVEL FLOOR PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A103	THIRD LEVEL FLOOR PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A104	ROOF PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A105	IBC CODE STUDY FLOOR PLANS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A106	NFPA CODE STUDY FLOOR PLANS	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A120	TYPICAL UNITS PARTIAL PLANS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A121	TYPICAL UNITS INTERIOR FEE PLANS	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A122	RADON COORDINATION	1	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A200	EXTERIOR ELEVATIONS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A201	EXTERIOR ELEVATIONS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A301	BUILDING SECTION	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A401	FIRST LEVEL REFLECTED CEILING PLAN	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A402	SECOND LEVEL REFLECTED CEILING PLAN	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A403	THIRD LEVEL REFLECTED CEILING PLAN	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A501	WALL SECTIONS	4	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A502	DETAILS	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A503	STAIR & ELEVATOR PLANS, SECTIONS &	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A601	INTERIOR KITCHEN/BATHROOM	5	03/09/2026	03/20/2026	Issued For Construction/Permit



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					3.9.2026 (03/09/26)
A602	SIGNAGE & INTERIOR ELEVATIONS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A700	ROOM FINISH SCHEDULE	4	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
A701	DOOR HARDWARE SCHEDULE, TYPES	4	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
Civil					
C-01	COVER SHEET & LEGEND	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-1.1	SURVEY	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-02	GENERAL NOTES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-03	CONSTRUCTION MANAGEMENT AND DEMOLITION PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-10	SITE PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-20	UTILITY PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-30	GRADING & DRAINAGE PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-40	UTILITY DETAILS - 1	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-41	UTILITY DETAILS - 2	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-42	DRAINAGE DETAILS - 1	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-43	SITE DETAILS - 1	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-44	SITE DETAILS - 2	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-45	EROSION & SEDIMENTATION CONTROL NOTES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
C-46	EROSION & SEDIMENTATION CONTROL DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
Electrical					
E000	ELECTRICAL COVER SHEET	6	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E001	ELECTRICAL SITE PLAN	4	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E101	FIRST LEVEL POWER PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E102	SECOND LEVEL POWER PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					3.9.2026 (03/09/26)
E103	THIRD LEVEL POWER PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E104	ROOF POWER PLAN	2	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E201	FIRST FLOOR LIGHTING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E202	SECOND FLOOR LIGHTING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E203	THIRD FLOOR LIGHTING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E301	ENLARGED ELECTRICAL PLANS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E401	ELECTRICAL WIRING DIAGRAMS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E501	ELEC/ MECH SCHEDULE	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
E502	ELECTRICAL PANEL SCHEDULES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
General					
G000	COVER SHEET	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
Landscape					
L1-0	HARDSCAPE AND MATERIALS PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
L2-0	PLANTING PLAN A	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
L2-1	PLANTING PLAN B	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
L2-2	PLANTING PLAN C	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
L3-0	SITE LANDSCAPE DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
L3-1	PLANTING DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
Mechanical					
M101	FIRST FLOOR MECHANICAL PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M102	SECOND FLOOR MECHANICAL PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M103	THIRD FLOOR MECHANICAL PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M104	ROOF MECHANICAL PLAN	3	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)



Penobscot General Contractors

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M201	FIRST FLOOR PLUMBING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M202	SECOND FLOOR PLUMBING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M203	THIRD FLOOR PLUMBING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M301	FIRST FLOOR SANITARY PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M302	SECOND FLOOR SANITARY PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M303	THIRD FLOOR SANITARY PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M304	THIRD FLOOR SANITARY PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M401	SCHEDULES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M402	SCHEDULES	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M501	LEGEND AND DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
M502	LEGEND AND DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
Structural					
S1.0	GENERAL NOTES, ETC.	0	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
S1.1	FOUNDATION PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
S1.2	SECOND FLOOR FRAMING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
S1.3	THIRD FLOOR FRAMING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
S1.4	ROOF FRAMING PLAN	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)
S2.1	DETAILS	5	03/09/2026	03/20/2026	Issued For Construction/Permit 3.9.2026 (03/09/26)



Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 0000	Cover Sheet	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
00 0110	TABLE OF CONTENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
00 3132	GEOTECHNICAL REPORT	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
00 3300	MAINE STATE HOUSING AUTHORITY QUALITY STANDARDS AND PROCEDURES MANUAL 2024	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
00 3400	Appendix A, Section 3, & AIA Docs	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
000115	DRAWING INDEX	0	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 - General Requirements					
01 1000	SUMMARY	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 2100	ALLOWANCES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 2200	UNIT PRICES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 2300	ALTERNATES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 2500	SUBSTITUTION PROCEDURES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 4000	QUALITY REQUIREMENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 4200	REFERENCES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 5000	TEMPORARY FACILITIES AND CONTROLS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 6000	PRODUCT REQUIREMENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7300	EXECUTION	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7700	CLOSEOUT PROCEDURES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7823	OPERATION AND MAINTENANCE DATA	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7839	PROJECT RECORD DOCUMENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 7900	DEMONSTRATION AND TRAINING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
01 9113	GENERAL COMMISSIONING REQUIREMENTS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
02 - Existing Conditions					
024119	SELECTIVE DEMOLITION	4	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
03 - Concrete					
03 30 00	CAST IN PLACE CONCRETE	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
05 - Metals					
05 5213	PIPE AND TUBE RAILINGS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
055000	METAL FABRICATIONS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
06 - Wood, Plastics, and Composites					
06 10 00	ROUGH CARPENTRY SEE STRUCTURAL DRAWINGS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26



Penobscot General Contractors

Number	Description	Revision	Issued Date	Received Date	Set
06 17 53	METAL-PLATE-CONNECTED WOOD TRUSSES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
06 1600	SHEATHING SEE STRUCTURAL DRAWINGS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
06 4023	INTERIOR ARCHITECTURAL WOODWORK	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
07 - Thermal and Moisture Protection					
07 1113	BITUMINOUS DAMPPROOFING (Excluded)	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
07 4633	PLASTIC SIDING (Excluded)	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
07 7100	ROOF SPECIALTIES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
07 8413	PENETRATION FIRESTOPPING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
07 9200	JOINT SEALANTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
072100	THERMAL INSULATION	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
072500	WEATHER BARRIERS (Excluded)	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
075323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
076200	SHEET METAL FLASHING AND TRIM	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
077200	ROOF ACCESSORIES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
08 - Openings					
08 4113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
08 7100	DOOR HARDWARE	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
08 8000	GLAZING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
081113	HOLLOW METAL DOORS AND FRAMES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
081430	COMPOSITE WOOD DOORS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
083113	ACCESS DOORS AND FRAMES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
083473	DWELLING UNIT ENTRY DOORS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
09 - Finishes					
092116	GYPSUM BOARD SHAFT-WALL ASSEMBLIES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
092216	NON-STRUCTURAL STEEL FRAMING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
092900	GYPSUM BOARD	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
096513	RESILIENT BASE AND ACCESSORIES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
096516	RESILIENT SHEET FLOORING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
096813	TILE CARPETING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
096816	SHEET CARPETING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
099113	EXTERIOR PAINTING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
099123	INTERIOR PAINTING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
10 - Specialties					
10 4416	FIRE EXTINGUISHERS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
101423	ROOM-IDENTIFICATION SIGNAGE	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
104413	FIRE EXTINGUISHER CABINETS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26



Number	Description	Revision	Issued Date	Received Date	Set
105500	POSTAL SPECIALTIES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
11 - Equipment					
113100	RESIDENTIAL APPLIANCES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
12 - Furnishings					
122413	ROLLER WINDOW SHADES	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
123530	RESIDENTIAL CASEWORK	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
14 - Conveying Equipment					
142100	ELECTRIC TRACTION ELEVATORS	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
21 - Fire Suppression					
211313	AUTOMATIC FIRE PROTECTION	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
22 - Plumbing					
22 00 00	PLUMBING	1	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230000	HVAC SYSTEM	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
230500	SUPPLEMENTAL MECHANICAL GENERAL REQUIREMENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
230593	TESTING AND BALANCING AIR SYSTEM	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
230700	INSULATION	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
230900	AUTOMATIC TEMPERATURE CONTROLS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
233000	DUCTWORK AND ACCESSORIES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
26 - Electrical					
260000	GENERAL ELECTRICAL REQUIREMENTS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
260924	LIGHTING CONTROL DEVICES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
261900	SUPPORTING DEVICES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
262416	PANELBOARDS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
262713	ELECTRICITY METERING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
262726	WIRING DEVICES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
263213	ENGINE GENERATORS	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
263623	AUTOMATIC TRANSFER SWITCHES	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
265100	INTERIOR LIGHTING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
27 - Communications					
271500	COMMUNICATIONS HORIZONTAL CABLING	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26
28 - Electronic Safety and Security					
283111	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	3	03/09/26	03/20/26	Issued For Construction/Permit 3.9.26

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

These technical clarifications are provided to complement our 100% project estimate and provide additional clarity of what our pricing includes and does not include. All pricing is based on the project documents received with the 100% documents distribution as listed in Exhibit 3 of the AIA A133 Exhibit A GMP Amendment dated April 10, 2026. These clarifications shall take precedence over Drawings and Specifications in the event of a conflict.

DIVISION 1 – GENERAL CONDITIONS

Assumptions | Inclusions:

1. Our pricing assumes normal working hours of 7am to 5pm Monday through Friday. We have not included costs associated with night shifts or weekends.
2. Our pricing is based off the IFC Design Documents dated March 9, 2026, IFC Project Manual Dated March 9, 2026. Only Phase 1 work is included in this proposal.
3. Our pricing is based on a project schedule with a fifty-two (52) week duration.
4. Our pricing assumes a Substantial Completion date of May 5, 2027, based on the following:
 - a. Full Notice to Proceed is issued to Penobscot General Contractors by May 1, 2026.
 - b. Note that due to Finish Paving and Landscaping will be completed spring of '27 once weather conditions allow for work to proceed.
5. We have included the following allowances:
 - a. Weather Protection – Seventy-Five Thousand Dollars - \$75,000
6. The following deposits and downpayments have been identified for this project. These items are being identified and assumed approved for billing at the appropriate time to support the project schedule.
 - a. Elevator -Kone 30% Down Payment Engineering & Site Management, 50% Prior to Shipping
 - b. Windows -United Windows - 50% Prior to Production, 50% Prior to Shipping.
7. Our pricing is in alignment with accepted Cost Savings VE Ideas identified as project credits within the body of the project budget sheets. It is assumed that all cost credits indicated as VE within the body of the budget are acceptable to the Owner. References to accepted VE have been removed from these clarifications and assumed captured through this method should there be a discrepancy in the IFC documents.
8. We have assumed this project to not require any energy certification or LEED requirements.
9. Our pricing includes a 2.00% Construction Contingency.
10. Our pricing includes 2025 prevailing wages, Androscoggin County and 2025 Mod 0 Davis-Bacon Wage Rates, Androscoggin County.
11. Our pricing includes Section 3 requirements.

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

12. Our pricing includes a Payment and Performance Bond.
13. We have included Maine Housing 2024 standards.
14. We have included 2021 IECC Code Compliance.
15. When Contract Drawings and Contract Specifications are in conflict, our pricing assumes that the contract drawings shall govern.
16. Our pricing includes taxes.

Exclusions:

17. Our pricing excludes any Pre and Post Construction Surveys.
18. Our pricing excludes a Builder's Risk Policy.
19. Our pricing excludes BABA requirements.
20. Our pricing excludes sub bonding.
21. Our pricing does not include permits or fees including but not necessarily limited to local and/or state environmental permits, **Building Permit**, utility impact fees or any other impact fees (including system development), utility capacity charges, extension charges or fees, recoupment fees, local electrical extension fees, Fire Department fees, Traffic Impact fees, Minimum Capacity fees, Sewer Extension, Connection, and Capacity Reserve fees, School impact fees, Recreational fee, and Per Unit fee.
22. Our pricing excludes all costs associated with contaminated soils.
23. Our pricing excludes any Street Moratoriums.
24. We have excluded any utility connection fees including any work related to CMP. We have excluded Utility Costs from this pricing including Electrical, Water, Sewer, and Gas.
25. We have excluded all 3rd Party Inspection Costs, indicated within the plans as by Owner. This includes all trades all scopes of work.
26. We have not included any cost associated with special treatment of water during any dewatering activity including frac tanks or hauling ground water to a treatment facility.
27. Our pricing does not include any Radon Testing, blower door testing, and commissioning. If required, these are assumed paid for by the Owner.
28. We have not included any cost in association with any sort of energy certification, i.e. LEED or EnergyStar or Commissioning.

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

29. We have excluded the following from the specification:

- a. General Note: As a general note, there are specifications listed on the Specification Table of Contents 00 01 10 which were not provided within the specification package. All listed spec sections which were not included as part of the IFC document package, but listed on the table of contents are excluded. We assume this was an oversight while compiling the final specifications and spec sections were intentionally not provided.
- b. General Note: There are several specifications where information bleeds off the page. PGC is not responsible for information missing from the specifications due to printing issues.
- c. Appendix A Including (While some of these items may be included in the project, the forms as written in the spec shall be superseded by the approved/signed agreement between PGC and LHA):
 - i. AIA A133-Addendum to CM Contracts,
 - ii. Plan Review Process & Format Requirements,
 - iii. ALTA NSPS Land Title Survey Requirements,
 - iv. AIA Document A312-2010 Performance Bond,
 - v. AIA 312 – 2010 Payment Bond,
 - vi. G702 – 1992 Application and Certificate for Payment,
 - vii. AIA Document A201 – 2017 General Conditions of the Contract for Construction
- d. 01 4000 – Quality Requirements – Preconstruction Testing is excluded, Stand Alone Mockups are excluded, Specialty Mock Ups are excluded.
- e. 01 5000 – Temporary Facilities and Controls – We have not included an Owner Common-Use Field Office.
- f. 01 7419 – Construction Waste Management/Disposal – We have included waste removal, but have not included submission of a waste management plan or monitoring plan with the architect team. There are no LEED credits being tracked, so we do not anticipate providing this.
- g. 01 9113 – General Commissioning Requirements – This specification references specifications which are not provided as part of the provided specification package. We have not included a formal commissioning process within this pricing. All costs associated with Commissioning and Commissioning agent if required would be completed at the Owner's expense. PGC has included costs associated with equipment start up and supporting the Blower Door Tests. PGC has included a blower door test in alignment with the Maine Housing 2024 Quality Standards and not the .2 CFM/SF@50 PA.

DIVISION 2 – EXISTING CONDITIONS AND DEMOLITION

Assumptions | Inclusions:

1. Our pricing assumes all site demolition of existing structures not indicated to be removed by PGC has been completed ahead of construction.

Exclusions:

2. We have excluded costs for revision to utilities including the removal of existing utility poles and guy wires. We assume all fees and utility costs charged by the Utilities will be paid by the owner. The supporting infrastructure identified on the plans have been included.

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

3. We have assumed that all utility work has been indicated within the drawing set. Any additional work required above that indicated on the plans is excluded.

DIVISION 3 - CONCRETE

Assumptions | Inclusions:

1. N/A

Exclusions:

2. Our pricing excludes materials testing. This is assumed paid for by owner.
3. Our pricing excludes any Barrier One or other moisture mitigation measures for the slab on grade.
4. Our pricing excludes FF/FL Slab testing.
5. Our pricing excludes winter concrete. This cost will be charged against the Weather Protection Allowance.

DIVISION 4 - MASONRY

Assumptions | Inclusions:

1. This section is not included.

Exclusions:

2. N/A

DIVISION 5 - METALS

Assumptions | Inclusions:

1. Our pricing includes steel for elevator shaft rails and entrance canopy.

Exclusions:

2. Our pricing excludes 05 52 13 Pipe and Tube Railings as building railings in stairwell are to be wood. There are no other railing indicated within the site.
3. Our pricing excludes all Misc. Metals listed in Specification 055000 and not clearly located within the project drawings.
4. Our pricing excludes any structural steel, U.N.O.

DIVISION 6 – WOOD AND PLASTICS

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

Assumptions | Inclusions:

1. Our pricing assumes the underlayment floor system to be ½” Exacor. No other underlayment has been carried on any flooring level.
2. Kitchen and vanity cabinets were carried as Smart Cabinets in all wood construction. Includes plywood construction, solid wood face frames, standard toe kick, dovetail wood drawers, self-closer drawer guides, and self-close door hinges. Door Style will be Summit Slab STANDARD overlay maple door (or price group 3) in standard stained finishes.
 - a. Toe kick to be vinyl base.
 - b. Cabinet hardware is carried as Richelieu BP2635174.
 - c. At Kitchen Countertops we have included posts as 3 ½ x 3 ½ to match cabinets. These will be secured to floor and full thickness countertops using pocket screws. No 6x6 plywood edge banded support is provided at the top of the post. Bottom of post will be trimmed with Filler Stock to match cabinets.
 - d. At Laundry Room Posts we carried \$85/Post allowance and heavy-duty brackets for the walls. Posts to be based on Peter Meier 666 Zoom Table Legs.
3. Kitchen countertops is based on Level 1 stock colors.
 - a. In addition, countertops have been provided 1 ¼” thick not 1 ½” thick so the ADA height can be adjusted properly without having to cut the cabinets down.
4. Vanity countertops to be Rynone cultured marble vanity tops in standard colors with oval integral sinks and loose 4” side splash as needed.
5. Our pricing includes wooden stair handrails at each stairwell.

Exclusions:

6. Our pricing excludes Composite Nail Base Insulated Roof Sheathing listed in Specification 061600 – Sheathing Exacore.
7. We have excluded PLAM above the mailboxes and plywood on the ends of the mailboxes due to this being a temporary condition and funding for Phase 2.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Assumptions | Inclusions:

1. We have included siding as LP 7” Lap Siding in lieu of Nickle Gap, and LP 4’x8’ sheet panels . We have assumed LP trim at all locations. Siding color to be selected from LP’s standard color options.
2. We have included siding at Phase 2 Tie-In as Plygem Vinyl Siding, white.

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

3. We have included Roofing system per project documents. We have included roof walk pads and provisions for mechanical equipment on roof. Specific roofing inclusions:
 - a. Mechanically Fastened Reinforced Black 060 EPDM
 - b. Tapered ISO (Between roof drains (Above Corridors Where Required)
 - c. 10" Base ISO and Coverboard.
 - d. 15 Year Warranty
 - e. 48" x 72" Hatch (48 x 60" is not a standard Size)
 - f. Walk pads from hatch to HVAC Units (50 LF Included)
 - g. Shop Form Edge Metal

4. We have included waterproofing at the elevator pit and corresponding sump pit.

Exclusions:

5. We have not included the following roofing items:
 - a. Expansion Joints (None Indicated)
 - b. HD Coverboard
 - c. Roof Anchors
 - d. Lightning Protection
 - e. Gutters
 - f. FM Insurance Requirements
 - g. Electronic Leak Detection
 - h. Delegated Design of Roofing System

6. We have not included any provisions for support of future solar panels at the roof level other than electrical Conduits for future photovoltaic installation.

7. We have excluded Specification 072500 – Weather Barrier. We have not included a standalone AVB system for the building. It is assumed the Zip-R system is adequate and acceptable as the AVB.

8. We have excluded R-19 insulation at the third floor roof.

9. We have excluded all foundation waterproofing and damp proofing except at the elevator pit.

10. We have excluded Specification 074633 Plastic Siding, this specification relates to vinyl soffit. There is no vinyl soffit in the project. We have included the vinyl siding at the Phase 2 connector.

11. We have not included Aroseal on the project.

DIVISION 8 – DOORS AND WINDOWS

Assumptions | Inclusions:

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

1. We have included United Windows Series 3900 with Black Exterior, White Exterior. These windows have a flagged installation, meet climate zone, are energy star rated, and Platz has confirmed meet the ADA lift requirements.
2. We have included access control at only the main entrance vestibule doors on Level 1 through iServe.
3. We have included prehung interior composite wood doors. Doors shall be solid core at doors and bathrooms. Closet doors shall be hollow core doors.

Exclusions:

4. Our pricing excludes the two type A windows on Elevation 1 / A200.
5. Our pricing INCLUDES dwelling unit entry doors, however, it excludes requirements outlined in specification 083473 – DWELLING UNIT ENTRY DOORS. Dwelling entry doors shall be single panel composite wood with maple, birch, or oak finish.

DIVISION 9 – FINISHES

Assumptions | Inclusions:

1. Our pricing includes standard RC-1 channel at walls and ceilings drywall assemblies.
2. We have included industry standard drywall control joints.

Exclusions:

3. Our pricing excludes all Level 5 finishes.
4. Our pricing excludes genie clips on ceilings.
5. We have not included any wall tile, tile flooring or wall covering in our budget.
6. We have excluded flooring underlayment as it is not required per manufacturer instructions. This applies to all floors, slabs on grade, slabs on deck, and Advantech/Exacor underlayment.
7. Concrete Floor Moisture testing is excluded, assumed to be paid for by the owner if required.

DIVISION 10 – SPECIALTIES

Assumptions | Inclusions:

1. We have included fire extinguisher and cabinets in common space areas only.

Exclusions:

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

2. We have excluded fire extinguishers within individual units.

DIVISION 11 – EQUIPMENT

Assumptions | Inclusions:

1. We have included interior signage. Exterior Building Signage is by Owner and is excluded.

Exclusions:

2. We have excluded washers and dryers, assumed provided by owner.

DIVISION 12 – FURNISHINGS

Assumptions | Inclusions:

1. We have included window treatments at unit windows.

Exclusions:

2. We have excluded Specification 129300 – Site Furnishings as it was not provided as part of the specification package.
3. We have excluded Window treatments within common space areas.

DIVISION 13 – SPECIAL CONSTRUCTION

Assumptions | Inclusions:

1. This section is excluded in its entirety.

Exclusions:

2. N/A

DIVISION 14 – ELEVATOR

Assumptions | Inclusions:

1. We have included (1) KONE Monospace Elevator System. Elevator includes 3,500 lb capacity with speed of 150 fpm. This is being installed as a Simplex elevator at this time.
 - a. We have been informed that in Phase 2, the Duplex operator to allow for a single call button to call the “free” elevator is likely to be required. Installation of this duplex operator will require a shut down on the Phase 1 Elevator for a period of time (unknown) as after the Duplex operator is installed, the State

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

Elevator Inspector must return for full inspection of both elevators before Phase 1 elevator can go back into service.

- b. Otherwise, another Simplex elevator will need to be installed for Phase 2 and individual call buttons will be assigned for each individual elevator.

Exclusions:

2. We exclude required maintenance of elevator, even during the first year of service. Warranty period does not cover regular and required maintenance costs.

DIVISION 21 - FIRE PROTECTION

Assumptions | Inclusions:

1. We have assumed adequate water supply to support a fire suppression system. No booster pumps have been included as part of this pricing.
2. We have assumed that building ownership and design team does not have a preference on piping material installed for sprinkler system. Subcontractor will be responsible for providing a code compliant system using a combination of piping which meets State and Local fire codes at their discretion.
3. Our pricing includes semi-recessed sprinkler heads and finish plates in all ceiling areas.

Exclusions:

4. It has been assumed that sprinkler coverage is not required under entrance canopies and coverage has been excluded from this pricing.
5. We have excluded a fire pump as none indicated on the drawings.

DIVISION 22 – PLUMBING | DIVISION 23 - MECHANICAL

Assumptions | Inclusions:

1. Our pricing includes an Efficiency Maine Rebate of < \$352,000 >, this value will be carried by PGC and refund check will be cut directly to PGC.
2. Our pricing includes only (2) PTAC Attic Stock Units.
3. Our pricing includes an alternate plumbing package to the project. Fixtures to meet design intent and MSHA standards.

Exclusions:

4. We have excluded any stair shaft and elevator shaft pressurization systems, if required. No information provided on the documents and may not be required.

100% TECHNICAL CLARIFICATIONS – R4 – 04.10.26

Exhibit 4

DIVISION 26 – ELECTRICAL | DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Assumptions | Inclusions:

1. Our pricing includes Romex cable where allowable by code. Armored Cable utilized where Romex Cable is not allowed.
2. Our pricing includes a VE lighting fixture package, non-BABA compliant. This package was previously provided to the design team and is assumed acceptable. This package includes deleting the invertors and changing to battery packs back up.

Exclusions:

3. Our pricing excludes specification 275123 – Intercom System as it was not included within the project specifications package.
4. We have excluded a building generator from our pricing. This can be provided at an additional cost to the project.
5. We have not carried any cost for an emergency radio BDA system. We assume this is not carried for this building.

DIVISION 31 – EARTHWORKS | DIVISION 32 – EXTERIOR IMPROVEMENTS | DIVISION 33 – UTILITIES

Assumptions | Inclusions:

1. N/A

Exclusions:

2. Our pricing excludes construction of the retaining wall indicated in Phase 2.
3. We have excluded trucking, removal, and disposal of all contaminated soils.
4. We have excluded costs associated with removing contaminated groundwater from the site.

DRAFT AIA® Document A133™ – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 23rd day of March in the year 2026
(In words, indicate day, month and year.)

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

Martel Apartments – Phase One
860 Lisbon Street
Lewiston, ME 04240

THE OWNER:
(Name, legal status, and address)

Martel School Senior Housing LP
86 Lisbon Street
PO Box 361
Lewiston, ME 04240

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Penobscot General Contractors
241 US Route 1, Suite 401
Falmouth, ME 04105

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ B.2.2 Liability Insurance

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

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

Cause of Loss	Sub-Limit

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

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

Coverage	Sub-Limit

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

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

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

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

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

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

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

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

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

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

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

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

[] § B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

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

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

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

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

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

§ B.3.2 Construction Manager's Required Insurance Coverage

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

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

None

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **One Million Dollars (\$ 1,000,000)** each occurrence, **Two Million Dollars (\$ 2,000,000)** general aggregate, and **Two Million Dollars (\$ 2,000,000)** aggregate for products-completed operations hazard, providing coverage for claims including

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

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

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

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

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

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000)** each accident, **One Million Dollars (\$ 1,000,000)** each employee, and **One Million Dollars (\$ 1,000,000)** policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional

services, with policy limits of not less than **One Million Dollars** (\$ **1,000,000**) per claim and **One Million Dollars** (\$ **1,000,000**) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

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

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

None

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

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

- [« »] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

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

« »

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

- [« »] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal,

handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

[« »] § B.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$12,431,905
Performance Bond	\$12,431,905

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

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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

None

EXHIBIT C – CONSTRUCTION LABOR RATES

AIA Document A133 - 2019 | Article 7 | § 7.2 Labor Costs

Valid thru: Project Completion

PROJECT NAME: Martel Apartments – Phase One

PROJECT LOCATION: Lewiston, ME

Penobscot General Contractors’ Management Team will be compensated in accordance with the hourly rates listed below:

<u>CLASSIFICATION:</u>	<u>HOURLY RATE:</u>	<u>OVERTIME RATE:</u>
Project Executive	\$144.00	N/A
Project Manager	\$126.00	N/A
Assistant Project Manager	\$115.00	N/A
General Superintendent	\$126.00	N/A
MEP Superintendent	\$105.00	N/A
Assistant Superintendent	\$115.00	N/A
Safety Manager	\$98.00	N/A
General Foreman	\$65.00	\$85.00
Carpenter	\$55.00	\$60.00
Skilled Laborer	\$45.00	\$50.00
Chief Estimator	\$100.00	N/A
Senior Estimator	\$85.00	N/A
Estimator	\$75.00	N/A
Business Manager	\$75.00	N/A
Project Administrator	\$75.00	N/A

All rates are fixed and non-auditable and are based on 2,080 billable hours per year. These rates include wages, payroll taxes, workers’ compensation, fringe benefits, and personal computers. Rates **do not include** any travel or vehicle expenses. These will be billed on a cost plus a fee basis.

There will be a minimum charge of eight (8) hours for employees required to work on Sundays or Holidays. No other overtime charges will be applicable.

**ADDENDUM TO
AIA DOCUMENT A133 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER AS CONSTRUCTOR**

THIS ADDENDUM TO AIA DOCUMENT A133, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (the "Addendum") is entered into by and between

Owner: Martel School Senior Housing LP
(Insert Name of Owner)

and

Construction Manager: Penobscot General Contractors
(Insert Name of Construction Manager)

for a project located at 860 Lisbon Street, Lewiston, ME 04240 (the "Project").
(Insert street and city of Project)

Owner and Construction Manager hereby enter into this Addendum and acknowledge and agree as follows:

1. Owner and Construction Manager acknowledge and agree that:
 - a. Maine State Housing Authority ("MaineHousing") proposes to provide funds from the U.S. Department of Housing and Urban Development ("HUD") to the Owner for the Project.
 - b. As a condition of providing HUD funds to the Owner for the Project, MaineHousing must complete a satisfactory environmental review of the Project under HUD's environmental review rules at 24 C.F.R. Part 58. The Project's environmental review may require compliance with certain conditions that may be applicable to the Project, including but not limited to construction conditions dealing with the protection of historic and archaeological resources, remediation of environmental contamination on the Project site, addressing impacts to any wetlands or a 100-year floodplain, and protecting the Project's occupants from explosive and flammable hazards.
 - c. In addition to completing a satisfactory environmental review, MaineHousing must apply to HUD for the release of the HUD funds for the Project and obtain HUD approval of the release of the HUD funds ("Environmental Clearance").
 - d. Until Environmental Clearance of the Project, HUD's rules prohibit the Owner and the Construction Manager from taking certain actions, referred to as "choice-limiting actions", in connection with the Project, including but not limited to construction-related activities.
 - e. HUD's environmental review rules prohibit MaineHousing from providing any HUD funds for the Project if the Owner, the Construction Manager, or any other participant in the development process for the Project takes a choice-limiting action prior to Environmental Clearance.
 - f. Owner and Construction Manager are simultaneously entering into AIA Document A133 Standard Form of Agreement between Owner and Construction Manager as Constructor (referred to in this Addendum as the "CM Contract").

g. To ensure that no choice-limiting actions are taken in connection with the CM Contract, Owner and Construction Manager are entering into this Addendum to the CM Contract, which is effective as of the date of the CM Contract.

2. Notwithstanding any contrary or inconsistent provision of the CM Contract or of any other document incorporated by reference into the CM Contract, this Addendum is and at all times shall be and remain an integral part of the CM Contract as if each and every one of the terms and provisions of this Addendum were expressly stated and contained within the CM Contract. In the case of any inconsistency between the CM Contract and this Addendum, this Addendum shall take precedence and shall govern. Owner and Construction Manager shall be bound by and comply with the terms of this Addendum.

3. Notwithstanding any contrary or inconsistent provision of the CM Contract or of any other document incorporated by reference into the CM Contract, prior to written notification by MaineHousing to the Owner of the Project's Environmental Clearance, the Owner and Construction Manager agree not to take, and shall not actually take, any of the following actions:

- a. Commence the Construction Phase or undertake the Work or any other Construction Phase responsibilities.
- b. Order or otherwise take steps to procure any construction equipment or materials.
- c. Incur or pay any costs or enter into any other agreements (including but not limited to any subcontracts) relating to the Work or any other Construction Phase responsibilities.
- d. Enter into or execute the Guaranteed Maximum Price ("GMP") Amendment (AIA Document A133 Exhibit A) to the CM Contract.
- e. Issue a Notice to Proceed for the Project.

4. In the event that the environmental review of the Project requires compliance with any conditions, including but not limited to one or more of the conditions listed in Section 1.b above, Owner and Construction Manager shall ensure that the Work includes compliance with such conditions, including any measures required by MaineHousing.

5. Capitalized terms not defined in this Addendum are defined in the manner provided in the CM Agreement.

This Addendum is entered into and is effective as of the date of the CM Contract.

Martel Apartments – Phase One
By: Martel School Senior Housing LP

OWNER (*Signature*)

CONSTRUCTION MANAGER (*Signature*)

**By: Martel School Senior Housing GP, LLC, Its
General Partner**

Christopher Kilmurry, its Manager
Printed Name and Title

Jon DiCentes, Co-President
Printed Name and Title

Date

Date

Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all Subgrantees and Contractors on Choice Neighborhoods projects sign this “Certifications and Assurances” form certifying that they will comply with the applicable federal requirements described below. Any applicable federal law, regulation, or other federal requirement continues to apply to the Grantee, Subgrantee and/or Contractor notwithstanding its omission from this Certification and Assurances form. The parties who must sign a “Certifications and Assurances” form are defined below:

- **Subgrantees:** These are organizations to which the Grantee has awarded a grant from the Choice Neighborhoods grant that the Grantee received from HUD. The subgrantee is accountable to the Grantee for the use of the funds provided, but the Grantee is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Grantee contracts with for goods or services on any Choice Neighborhoods project.

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (6) Notice of awarding agency requirements and regulations pertaining to reporting.
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).).

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.

(13) Any applicable requirement listed in the Choice Neighborhoods Implementation Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Grantee Name Lewiston Housing Authority, attn: Travis Heynen
theynen@lewistonhousing.org

Address PO Box 361

City, State, ZIP Code Lewiston, ME 04243

Exhibit F: Davis-Bacon Requirements

This contract must abide by the 2025 Federal Wages for Androscoggin County, “Building” category, appended here as **Attachment F-01**.

At the time of execution of the A133, the contractor has identified required wage categories that do not have a federal determination and has worked with the Owner to determine reasonable required wage estimates. These estimated rates will be carried in the contract price, and are included here as **Attachment F-02**.

The Owner will seek a determination from Department of Labor (DOL) on these wage categories as soon as possible (immediately after signing the contract). If the DOL wage determination for the proposed worker categories *is higher than* the estimated rate contained in Attachment F-02, the subcontractor may be eligible for a change order if the subcontractor can demonstrate that the federally-required wage exceeds the actual wage that would otherwise have been paid to the worker. If the DOL wage determination *is lower than* the estimated rate contained in Attachment F-02, the Owner may be eligible for a deductive change order to reduce the wage payments to those required by the DOL determination. The parties will negotiate in good faith any change order either party may be entitled to under this Exhibit F.

The Contractor will cause all subcontractors to submit certified payrolls to demonstrate compliance with the appropriate wages, **Attachment F-03**.

Exhibit G: Section 3 Requirements

This contract will abide by Federal Section 3 Requirements. These requirements are outlined in the following documents, which are included by reference and attached to this exhibit.

Attachment G-01: MaineHousing Section 3 Requirements

Attachment G-02: LHA Section 3 Requirements

Process

The process described below is intended to streamline the reporting requirements across regulatory agencies, but it in no way changes the obligation of the contractor to abide by the regulations as noted above.

- **PGC** will submit a list of all subcontractors at the beginning of the project, and will update this list as additional subcontractors are brought onto the job.
 - **Attachment G-03:** Subcontractor List
- **PGC** will complete the Contractor Certification and include the Section 3 Clause in all subcontracts
 - **Attachment G-04:** Contractor Certification + Contract Clause
- **All subcontractors** will affirmatively confirm if they *are or are not* a Section 3 business. Subcontractors that are Section 3 businesses will complete the following document:
 - **Attachment G-05:** Business Certification
- **All subcontractors** will affirmatively *confirm how many (even if zero)* Section 3 individual workers are employed on the job. All individuals that are a Section 3 worker will have a personal certification or employer certification so noting:
 - **Attachment G-06:** Individual Certification
- **All subcontractors** will submit a monthly accounting of *all hours worked that period*. Note: this includes Section 3 and non-Section 3 hours. This form does not take the place of certified payrolls that are required for Davis-Bacon compliance.
 - **Attachment G-07:** Section 3 Hours Worked
- **PGC** will engage additional Sec 3 businesses and workers through advertising and engagement opportunities – training programs, job fairs, postings in the neighborhood, specific outreach to local hiring resources (like Strengthen LA). PGC will keep list of opportunities advertised, as well as evidence of outreach over the course of the project
 - **Attachment G-08:** Sec 3 Outreach Tracking

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2.1 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. **The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order** unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order

as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

2.3 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.3(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.3(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor

standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.