

STATE OF MAINE  
KENNEBEC, SS.

SUPERIOR COURT  
Civil Action  
Docket No. \_\_\_\_\_

✓ MAINE CHAPTER OF THE AMERICAN  
INSTITUTE OF ARCHITECTS,

ASSOCIATED GENERAL CONTRACTORS  
OF MAINE, INC.

MAINE CHAPTER OF THE CONSTRUCTION  
SPECIFICATIONS INSTITUTE

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ASSURANCE OF DISCONTINUANCE

Pursuant to the Unfair Trade Practices Act, 5 M.R.S.A. §206, et. seq., the Attorney General has examined the "Guide to Procedures for the Maine Building Industry" published jointly by the Maine Chapter of the American Institute of Architects (AIA), the Associated General Contractors of Maine, Inc. (AGC) and the Maine Chapter of the Construction Specifications Institute (CSI) and has found the following:

1. The provisions contained in the Guide are jointly recommended and agreed upon by AIA, AGC and CSI.

2. The Guide contains the following two provisions relating to retainage:

Section 2-5(a)

"Retainage - Limit retained percentage on all contracts to a maximum of 5%."

Section 2-5(c) (2)

"Employ the following procedures when some small item of work cannot be completed, or some small item is not immediately available and cannot be furnished for some time through no fault of the contractor. Evaluate the work not done and arrive at a cost for the unfinished work. One hundred

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and fifty percent of this amount is retained by the Owner until the work has been completed."

3. Retainage, as that term is used in sections 2-5(a) and 2-5(c) (2) of the Guide, is a component of or factor used in determining the price bid by a contractor for construction work. The Attorney General believes that the agreement by AIA, AGC and CSI to jointly recommend both the maximum percentage for retainage (§2-5(a)) and the percent which can be retained by owners pending completion of minor items of work (§2-5(c) (2)) constitutes an agreement to establish and fix prices in violation of the Unfair Trade Practices Act.

WHEREFORE, AIA, AGC and CSI, pursuant to 5 M.R.S.A. §210, assure that they will:

1. delete from the publication entitled "A Guide to Procedures for the Maine Building Industry" any reference to a specified percentage or amount of retainage, including the references to specified percentages in sections 2-5(a) and 2-5(c) (2);
2. refrain from agreeing upon, jointly recommending, establishing or fixing the prices or method of determining prices for construction work;
3. notify all their members of the terms of this Assurance within 30 days of the filing of the Assurance in the Superior Court.

Dated: 5/25/79

  
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MAINE CHAPTER OF THE AMERICAN  
INSTITUTE OF ARCHITECTS

Personally appeared the above named John D. Morris  
and made oath to the truth of the statement by him/her subscribed.

Lynne M. Day  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
NOV. 13, 1981

Dated: 5/30/79

Terry G. Haynes  
ASSOCIATED GENERAL CONTRACTORS  
OF MAINE, INC.

Personally appeared the above named TERRY G. HAYNES  
and made oath to the truth of the statement by him/her subscribed.

Lynne M. Day  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
NOV. 13, 1981

Dated: June 8, 1979

Richard R. Sullivan  
MAINE CHAPTER OF THE CONSTRUCTION  
SPECIFICATIONS INSTITUTE

Personally appeared the above named Richard R. Sullivan  
and made oath to the truth of the statement by him/her subscribed.

Raymond C. Wessler  
NOTARY PUBLIC

MY COMMISSION EXPIRES 7/1/80

Dated: June 8, 1979

Stephen L. Wessler  
STEPHEN L. WESSLER  
Assistant Attorney General  
Consumer and Antitrust Division  
Department of the Attorney General  
State Office Building  
Augusta, Maine 04333

JUNE 13 1979